

(i) First Priority.

(A) CVV Series RF Interests. From and after the issuance of the CVV Series RF Interests to the Restitution Fund pursuant to the terms of the Government Settlement Agreement, fifty percent of the proceeds of the Designated Litigation, less the costs of prosecuting the Designated Litigation (but without deducting that amounts required to indemnify the defendants in such litigation pursuant to Section 6.08(c) of the Plan or to fund the Litigation Funds) shall be distributed to the Restitution Fund in its capacity as the holder of the CVV Series RF Interests until the Restitution Fund shall have received \$115,000,000.

(B) Arahova CVV Share. Distributable Proceeds equal to the product of (I) the Arahova CVV Sharing Percentage, and (II) Distributable Proceeds available for distribution, less amounts distributed in respect of CVV Series RF Interests, shall be distributed as follows:

(1) Pro Rata to holders of CVV Series AH-1 Interests until such holders shall have received an amount equal to the aggregate amount of all Allowed Claims in Classes ARA-Notes, ARA-Trade and ARA-Uns, plus an amount equal to interest on such Claims (calculated pursuant to the second sentence of Section 8.14) from the Commencement Date to the Effective Date, less the aggregate amount of all distributions with respect to such Allowed Claims pursuant to Article IV; thereafter

(2) Pro Rata to holders of CVV Series AH-2 Interests until such holders shall have received an amount equal to the aggregate amount of all Allowed Claims in Class ARA-ESL, plus an amount equal to interest on such Claims (calculated pursuant to the second sentence of Section 8.14) from the Commencement Date to the Effective Date, less the aggregate amount of all distributions with respect to such Allowed Claims pursuant to Article IV hereof, less the amount available to the holders of such Claims from the Restitution Fund; thereafter

(3) as provided in Section 7.04(c)(i)(D) without regard to the limitation in the first paragraph thereof.

(C) FrontierVision Holdco CVV Share. Distributable Proceeds equal to the product of (I) the FrontierVision Holdco CVV Sharing Percentage, and (II) Distributable Proceeds available for distribution, less amounts distributed in respect of CVV Series RF Interests, shall be distributed as follows:

(1) Pro Rata to holders of CVV Series FV-1 Interests until such holders shall have received an amount equal to the

aggregate amount of all Allowed Claims in Classes FVHC-Notes, FVHC-Trade, FVHC-Uns, plus an amount equal to interest on such Claims (calculated pursuant to the second sentence of Section 8.14) from the Commencement Date to the Effective Date, less the aggregate amount of all distributions with respect to such Allowed Claims pursuant to Article IV; thereafter

(2) Pro Rata to holders of CVV Series FV-2 Interests until such holders shall have received an amount equal to the aggregate amount of all Allowed Claims in Class FVHC-ESL, plus an amount equal to interest on such Claims (calculated pursuant to the second sentence of Section 8.14) from the Commencement Date to the Effective Date, less the aggregate amount of all distributions with respect to such Allowed Claims pursuant to Article IV hereof, less the amount available to the holders of such Claims from the Restitution Fund; thereafter

(3) as provided in Section 7.04(c)(i)(D) without regard to the limitation in the first paragraph thereof.

(D) ACC First Tier, First Priority. Distributable Proceeds equal to the product of (I) 100% minus the sum of (x) the Arahova CVV Sharing Percentage and (y) the FrontierVision Holdco CVV Sharing Percentage, and (II) Distributable Proceeds available for distribution, less amounts distributed to the holders of CVV Series RF Interests (such product being the "ACC CVV share"), shall be distributed as follows:

(1) the product of (I) the ACC CVV Share and (II) the CVV Series A-1a Liquidation Preference divided by the sum of the CVV Series A-1a Liquidation Preference, CVV Series A-1b Liquidation Preference, and CVV Series A-1c Liquidation Preference, shall be distributed Pro Rata to holders of CVV Series A-1a Interests until the CVV Series A-1a Liquidation Preference shall have been paid in full. The CVV Series A-1a Liquidation Preference equals the aggregate amount of the Allowed Claims in Classes ACC-Trade and ACC-Uns, plus an amount equal to interest on such Claims (calculated pursuant to the second sentence of Section 8.14) from the Commencement Date to the Effective Date, less all distributions with respect to such classes pursuant to Article IV.

(2) the sum of (X) the product of (I) the ACC CVV Share and (II) the CVV Series A-1b Liquidation Preference divided by the sum of the CVV Series A-1a Liquidation Preference, CVV Series A-1b Liquidation Preference, and CVV Series A-1c Liquidation Preference, and (Y) the product of (R) the X-Clause CVV Sharing Percentage, and (S) the CVV ACC

Subordinated Note Potential Distribution (as defined in the succeeding paragraph), shall be distributed Pro Rata to holders of CVV Series A-1b Interests until the CVV Series A-1b Liquidation Preference shall have been paid in full. The CVV Series A-1b Liquidation Preference equals the aggregate amount of the Allowed Claims in Class ACC-SnrNotes, plus an amount equal to interest on such Claims (calculated pursuant to the second sentence of Section 8.14) from the Commencement Date to the Effective Date, less all distributions with respect to such Allowed Claims pursuant to Article IV.

(3) the product of (I) the ACC CVV Share and (II) the CVV Series A-1c Liquidation Preference divided by the sum of the CVV Series A-1a Liquidation Preference, CVV Series A-1b Liquidation Preference and CVV Series A-1c Liquidation Preference (such product of (I) and (II) being referred to as the “CVV ACC Subordinated Notes Potential Distribution”), and prior to such time as the CVV Series A-1b Liquidation Preference shall be paid in full, such product multiplied by (III) the quantity 100% minus the X-Clause CVV Sharing Percentage, shall be distributed Pro Rata to holders of CVV Series A-1c Interests until the CVV Series A-1c Liquidation Preference shall have been paid in full. The CVV Series A-1c Liquidation Preference equals the Allowed Claims in Class ACC-SubNotes, plus an amount equal to interest on such Claims (calculated pursuant to the second sentence of Section 8.14) from the Commencement Date to the Effective Date.

(4) Any remaining ACC CVV Share shall first be allocated Pro Rata among 1), 2), and 3) above, and to the extent any Distributable Proceeds remain, as provided in Section 7.04(c)(i)(E).

(E) CVV Series A-2a and CVV Series A-2b Interests.

Distributable Proceeds allocated to the CVV Series A-2a Interests and CVV Series A-2b Interests shall be distributed Pro Rata to holders of CVV Series A-2a Interests and holders of CVV Series A-2b Interests until the CVV Series A-2a Liquidation Preference and CVV Series A-2b Liquidation Preference, respectively, shall have been paid in full. The CVV Series A-2a Liquidation Preference equals the Allowed Claims in Class ACC-ESL Snr less the amount available to the holders of such Claims from the Restitution Fund. The CVV Series A-2b Liquidation Preference equals the Allowed Claims in Class ACC-ESL Sub, plus an amount equal to interest on such Claims (calculated pursuant to the second sentence of Section 8.14) from the Commencement Date to the Effective Date, less the amount available to the holders of such Claims from the Restitution Fund. Any remaining Distributable Proceeds shall then be distributed as provided in Section 7.04(c)(ii).

(ii) Second Priority. After the payment in full of the First Priority Distribution, all Distributable Proceeds shall be distributed Pro Rata to holders of CVV Series B Interests until the CVV Series B Liquidation Preference shall have been paid in full. The CVV Series B Liquidation Preference equals the Allowed amount of the ACC Series B Preferred Stock Interests (including amounts payable in respect of the liquidation preference thereunder and accrued, but unpaid, dividends as of the Commencement Date allocable thereto).

(iii) Third Priority. After the payment in full of the CVV Series B Liquidation Preference, all Distributable Proceeds shall be distributed Pro Rata to holders of CVV Series C Interests until the CVV Series C Liquidation Preference shall have been paid in full. The CVV Series C Liquidation Preference equals the Allowed amount of the ACC Series B Preferred Stock Existing Securities Law Claims less the Deemed Value of the portion of the Restitution Fund allocable to Persons who hold ACC Series B Preferred Stock Existing Securities Law Claims.

(iv) Fourth Priority. After the payment in full of the CVV Series C Liquidation Preference, all Distributable Proceeds shall be distributed Pro Rata to holders of CVV Series D Interests until the CVV Series D Liquidation Preference shall have been paid in full. The CVV Series D Liquidation Preference equals the Allowed amount of the ACC Series D Preferred Stock Interests (including amounts payable in respect of the liquidation preference thereunder and accrued, but unpaid, dividends as of the Commencement Date allocable thereto).

(v) Fifth Priority. After the payment in full of the CVV Series D Liquidation Preference, all Distributable Proceeds shall be distributed Pro Rata to holders of CVV Series E Interests until the CVV Series E Liquidation Preference shall have been paid in full. The CVV Series E Liquidation Preference equals the Allowed amount of the ACC Series D Preferred Stock Existing Securities Law Claims less the Deemed Value of the portion of the Restitution Fund allocable to Persons who hold ACC Series D Preferred Stock Existing Securities Law Claims.

(vi) Sixth Priority. After the payment in full of the CVV Series E Liquidation Preference, all Distributable Proceeds shall be distributed Pro Rata to holders of CVV Series F Interests until the CVV Series F Liquidation Preference shall have been paid in full. The CVV Series F Liquidation Preference equals (A) principal in an amount equal to the Allowed amount of the ACC Series E and F Preferred Stock Interests (including amounts payable in respect of the liquidation preference thereunder and accrued, but unpaid, dividends as of the Commencement Date allocable thereto).

(vii) Seventh Priority. After the payment in full of the CVV Series F Liquidation Preference, all Distributable Proceeds shall be distributed Pro Rata to holders of CVV Series G Interests until the CVV Series G Liquidation Preference shall have been paid in full. The CVV Series G Liquidation Preference equals the Allowed amount of the ACC Series E and F Preferred Stock Existing Securities Law Claims less the Deemed Value of the portion of the Restitution Fund

allocable to Persons who hold ACC Series E and F Preferred Stock Existing Securities Law Claims.

(viii) Eighth Priority. After the payment in full of the CVV Series G Liquidation Preference, all Distributable Proceeds shall be distributed one-half Pro Rata to the holders of the CVV Series H Interests and one-half Pro Rata to the holders of the CVV Series I Interests, until the CVV Series H Liquidation Preference shall have been paid in full, at which point in time all remaining Distributable Proceeds shall be distributed to the holders of the CVV Series I Interests to be shared on a *pro rata* basis. The CVV Series H Liquidation Preference equals the Allowed amount of the ACC Common Stock Existing Securities Law Claims less the Deemed Value of the portion of the Restitution Fund allocable to Persons who hold ACC Common Stock Existing Securities Law Claims.

(d) Special CVV Allocation Rules for Avoidance Actions. If the Contingent Value Vehicle Board determines, in good faith, that a recovery with respect to an Avoidance Action is attributable to a Debtor Group other than the Funding Company Debtor Group (the “AA Debtor Group”), then notwithstanding the provisions of Section 7.04(c), the net proceeds from such Avoidance Action shall be allocated as provided in this Section 7.04(d). One-half of the net proceeds from such Avoidance Action shall, subject to the \$115,000,000 limitation set forth in Section 7.04(c)(i)(A) hereof, be allocated to the CVV Series RF Interests. The remaining net proceeds from the Avoidance Action shall be allocated to the Series of CVV Interests in Section 7.04(c)(i)(B), (C) or (D) hereof corresponding to the AA Debtor Group or if the AA Debtor Group does not have a corresponding Series of CVV Interests, to the first Parent Debtor Group of such AA Debtor Group which has a corresponding Series of CVV Interests.

7.05. Litigation, Responsibilities of Contingent Value Vehicle Trustee.

(a) The Contingent Value Vehicle Trustee shall have full power and authority: (i) to prosecute for the benefit of the Contingent Value Vehicle all claims, rights and Causes of Action transferred to the Contingent Value Vehicle (whether such suits are brought in the name of the Contingent Value Vehicle or otherwise), and (ii) to otherwise perform the functions and take the actions provided for or permitted herein, in the Contingent Value Vehicle Agreement or in any other agreement executed by the Contingent Value Vehicle Trustee pursuant to the Plan. The Contingent Value Vehicle Trustee, subject to the direction of the Contingent Value Vehicle Board, shall, in an expeditious but orderly manner, prosecute the Designated Litigation, liquidate and convert to Cash the assets of the Contingent Value Vehicle, administer any cash received in connection therewith, make timely distributions therefrom in accordance with the provisions of this Plan and not unduly prolong the duration of the Contingent Value Vehicle. The liquidation of the Contingent Value Vehicle may be accomplished either through the prosecution, compromise and settlement, abandonment or dismissal of any or all claims, rights or Causes of Action, or otherwise. The Contingent Value Vehicle Trustee, subject to the direction of the Contingent Value Vehicle Board, shall have the absolute right to pursue or not to pursue any and all Designated Litigation as it determines is in the best interests of the Contingent Value Vehicle Holders, and

consistent with the purposes of the Contingent Value Vehicle, and shall have no liability for the outcome of its decision except for any damages caused by willful misconduct or gross negligence. The Contingent Value Vehicle Trustee may incur any reasonable and necessary expenses in liquidating and converting the assets to Cash and shall be reimbursed in accordance with the provisions of the Contingent Value Vehicle Agreement.

(b) All costs and expenses associated with the administration of the Contingent Value Vehicle, including those rights, obligations and duties described in this Plan, shall be the responsibility of and paid by the Contingent Value Vehicle.

(c) The Contingent Value Vehicle may retain such law firms, accounting firms, experts, advisors, consultants, investigators, appraisers, auctioneers or other professionals as it may deem necessary (collectively, the “Contingent Value Vehicle Professionals”), in its sole discretion on reasonable terms and conditions of employment or retention, to aid in the performance of its responsibilities pursuant to the terms of this Plan including the prosecution of the Designated Litigation and the liquidation and distribution of Contingent Value Vehicle assets.

(d) Unless the IRS or a court of competent jurisdiction requires a different treatment, solely (x) for federal income tax purposes and, (y) to the extent permitted by applicable law, for state and local income tax purposes, all Persons (including the Debtors, the Contingent Value Vehicle Trustee and the Contingent Value Vehicle Holders) shall treat (i) the Contingent Value Vehicle Holders as the grantors and deemed owners of the Contingent Value Vehicle and (ii) the assets transferred to the Contingent Value Vehicle as distributed by the Debtors to the Contingent Value Vehicle Holders and as transferred by Contingent Value Vehicle Holders to the Contingent Value Vehicle.

7.06. Investment Powers.

(a) The right and power of the Contingent Value Vehicle Trustee to invest assets transferred to the Contingent Value Vehicle, the proceeds thereof, or any income earned by the Contingent Value Vehicle, shall be limited to the right and power to invest such assets (pending periodic distributions in accordance with Section 7.04(c) of this Plan) in (i) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition thereof; (ii) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, having the highest rating obtainable from both Standard & Poor’s Rating Services (“S&P”) and Moody’s Investors Service, Inc. (“Moody’s”); (iii) commercial paper maturing no more than one year from the date of creation thereof and, at the time of acquisition, having the highest ratings obtainable from both S&P and Moody’s; (iv) certificates of deposit or bankers’ acceptances maturing within one year from the date of acquisition thereof issued by any bank organized under the laws of the United States of America or any state thereof or the District of Columbia or any U.S.

branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than \$250,000,000; (v) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clause (i) above, entered into with any bank meeting the qualifications specified in clause (iv) above; and (vi) investments in money market funds which invest substantially all their assets in securities of the types described in clauses (i) through (v) above ("Permitted Investments"); *provided, however*, that the Contingent Value Vehicle Trustee may expend the assets of the Contingent Value Vehicle: (i) as reasonably necessary to meet contingent liabilities and to maintain the value of the assets of the Contingent Value Vehicle during liquidation, (ii) to pay reasonable administrative expenses (including any taxes imposed on the Contingent Value Vehicle or fees and expenses in connection with litigation), (iii) to satisfy other liabilities incurred or assumed by the Contingent Value Vehicle (or to which the assets are otherwise subject) in accordance with this Plan or the Contingent Value Vehicle Agreement, and (iv) to prosecute the Designated Litigation; and *provided further* that, under no circumstances, shall the Contingent Value Vehicle segregate the assets of the Contingent Value Vehicle on the basis of classification of the holders of Contingent Value Vehicle Interests, other than with respect to distributions to be made on account of Contingent Value Vehicle Interests in accordance with the provisions hereof.

(b) The Contingent Value Vehicle Trustee shall, except as otherwise approved by the Bankruptcy Court, invest the reserves established pursuant to Section 6.08 hereof only in United States dollar denominated demand deposits with banks organized under the laws of the United States of America or any state thereof or the District of Columbia.

7.07. Funding of Reserves; Distributions; Withholding.

(a) Litigation Prosecution Fund. The Contingent Value Vehicle Trustee shall, from time to time, increase or decrease the funding of the Litigation Prosecution Fund as it deems appropriate.

(b) Litigation Indemnification Fund. Prior to any distribution of Distributable Proceeds to a Series of CVV Interests other than Series RF Interests, the CVV Trustee shall deposit in the Litigation Indemnification Fund, an amount sufficient to cause the balance in the Litigation Indemnification Fund to equal the balance required pursuant to Section 6.08(c)(iv) hereof.

(c) Distributions. The Contingent Value Vehicle Trustee shall distribute at least annually to the holders of Contingent Value Vehicle Interests all net cash income plus all Distributable Proceeds from the Designated Litigation; *provided, however*, that the Contingent Value Vehicle may retain such amounts (i) as are reasonably necessary to meet contingent liabilities and to maintain the value of the assets of the Contingent Value Vehicle during liquidation, (ii) to pay reasonable administrative expenses (including any taxes imposed on the Contingent Value Vehicle or in respect of the assets of the Contingent Value Vehicle), (iii) to satisfy other liabilities incurred or assumed by the Contingent Value Vehicle (or to which the assets are otherwise subject) in accordance with the Plan or the Contingent Value Vehicle Agreement, (iv) as the Contingent Value

Vehicle Trustee deems appropriate to reserve for Contingent Value Vehicle Interests that are likely to be issued with respect to Claims not yet Allowed and (v) to prosecute the Designated Litigation. All such distributions shall be Pro Rata within a Series of CVV Interests, and, subject to the relative priorities and other terms of the Plan and the Contingent Value Vehicle Agreement.

(d) Withholding. The Contingent Value Vehicle Trustee may withhold from amounts distributable to any Person any and all amounts, determined in the Contingent Value Vehicle Trustee's reasonable sole discretion, to be required by any law, regulation, rule, ruling, directive or other governmental requirement.

(e) Certain Assets Not Distributable Proceeds. None of the Litigation Indemnification Fund, the Common Stock of ACC, the equity interests or assets of the Distribution Company, or any other escrow or reserve held by the Contingent Value Vehicle hereunder shall comprise Distributable Proceeds without the prior approval of the Bankruptcy Court.

7.08. Income Allocations; Reporting Duties.

(a) Allocations of Contingent Value Vehicle Taxable Income. Allocations of Contingent Value Vehicle taxable income shall be determined by reference to the manner in which an amount of cash equal to such taxable income would be distributed (without regard to any restrictions on distributions described herein) if, immediately prior to such deemed distribution, the Contingent Value Vehicle had distributed all of its other assets (valued for this purpose at their tax book value) to the holders of the Contingent Value Vehicle Interests, taking into account all prior and concurrent distributions from the Contingent Value Vehicle (including all distributions held in escrow pending the resolution of Disputed Claims). Similarly, taxable loss of the Contingent Value Vehicle will be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of all of the assets of the Contingent Value Vehicle. The tax book value of the assets of the Contingent Value Vehicle for this purpose shall equal the fair market value of such assets on the Effective Date or, if later, the date such assets were acquired by the Contingent Value Vehicle, adjusted in either case in accordance with tax accounting principles prescribed by the Tax Code, the regulations and other applicable administrative and judicial authorities and pronouncements.

(b) Other. The Contingent Value Vehicle Trustee shall be responsible for filing all federal, state and local tax returns for the Contingent Value Vehicle and shall provide tax returns and information reports to the Contingent Value Vehicle Holders to the extent required by applicable law. The Contingent Value Vehicle Trustee shall provide the Contingent Value Vehicle Holders with copies of annual, audited financial statements relating to the Contingent Value Vehicle as early after the end of the fiscal year of the Contingent Value Vehicle as is commercially reasonable.

7.09. Net Contingent Value Vehicle Recovery/Disgorgement of Claims.

(a) Net Judgment. Notwithstanding anything contained herein to the contrary, in the event that a defendant in a litigation brought by the Contingent Value Vehicle Trustee (or any predecessors-in-interest, including the Statutory Committees with respect to the Bank Lender Avoidance Complaint) for and on behalf of the Contingent Value Vehicle (i) is required by a Final Order to make payment to the Contingent Value Vehicle (the "Judgment Amount"), and (ii) is permitted by a Final Order to reduce the Judgment Amount by virtue of a Defensive Claim permitted by section 553 of the Bankruptcy Code or other applicable law (a "Valid Setoff"), (x) such defendant shall be obligated to pay only the excess, if any, of the amount of the Judgment Amount over the Valid Setoff and (y) neither the Contingent Value Vehicle, nor the Contingent Value Vehicle Holders nor any Person acting on their behalf shall be entitled to assert a claim against the Debtors, the Reorganized Debtors, the Distribution Company or any Transferred Joint Venture Entity with respect to the Valid Setoff.

(b) Disgorgement. Notwithstanding anything contained herein to the contrary, in the event that either a compromise and settlement or an order or judgment with respect to a Designated Litigation provides for a full or partial waiver, subordination or disallowance of a defendant's Claim or Claims (including Bank Lender Fee Claims under Section 6.08 of this Plan) against one or more of the Debtors and if, as a result of such waiver, subordination or disallowance such defendant shall have received under the Plan a distribution in an amount (the "Excess Amount") greater than that to which such defendant would have been entitled had such waiver, subordination or disallowance occurred and been enforced prior to the Effective Date, then, subject to the terms of such compromise and settlement or order or judgment (i) such defendant shall promptly pay such Excess Amount, including interest thereon at the Prime Rate to the date of payment, in immediately available funds to the Contingent Value Vehicle, (ii) if such defendant shall fail to make such payment, then, in addition to the Contingent Value Vehicle's rights to enforce such settlement or order or judgment, the Reorganized Debtors shall withhold future Plan distributions payable to such defendant (including any payments in respect of debt, equity or other securities issued to such defendant under the Plan) up to the amount of the unpaid Excess Amount and shall pay such withheld distributions over to the Contingent Value Vehicle. Notwithstanding the foregoing, unless otherwise provided in such compromise and settlement or order or judgment, such defendant shall retain its Pro Rata right to a distribution of any transfer avoided under Section 547 of the Bankruptcy Code.

7.10. The Contingent Value Vehicle Board.

(a) The Contingent Value Vehicle Board shall initially be comprised of three members designated pursuant to Section 6.14 of this Plan. After the Effective Date, the Contingent Value Vehicle Board shall be appointed in accordance with the terms of the Contingent Value Vehicle Agreement. The Contingent Value Vehicle Trustee shall consult regularly with the Contingent Value Vehicle Board when carrying out the purpose and intent of the Contingent Value Vehicle. The Contingent Value Vehicle Board shall act by majority vote. Members of the Contingent Value Vehicle Board shall

be entitled to compensation in accordance with the Contingent Value Vehicle Agreement and to reimbursement of the reasonable and necessary expenses incurred by them in carrying out the purpose of the Contingent Value Vehicle Board, in each case from the Contingent Value Vehicle.

(b) In the case of an inability or unwillingness of any member of the Contingent Value Vehicle Board to serve, such member shall be replaced by designation of the remaining members of the Contingent Value Vehicle Board. If any position on the Contingent Value Vehicle Board remains vacant for more than 60 days, such vacancy shall be filled within fifteen days thereafter by the designation of the Contingent Value Vehicle Trustee without the requirement of a vote by the other members of the Contingent Value Vehicle Board.

(c) Upon the certification by the Contingent Value Vehicle Trustee that all assets of the Contingent Value Vehicle have been distributed, abandoned or otherwise disposed of, the members of the Contingent Value Vehicle Board shall resign their positions, whereupon they shall be discharged from further duties and responsibilities.

(d) Any settlement or abandonment of Designated Litigation which the Contingent Value Vehicle Trustee or any member of the Contingent Value Vehicle Board may propose shall require approval of the Contingent Value Vehicle Board, *provided, however*, that (i) no member of the Contingent Value Vehicle Board may cast a vote with respect to any Designated Litigation to which he or she, his or her employer, or any Affiliate thereof is a party; (ii) any settlement or abandonment of Designated Litigation involving Claims in an aggregate amount exceeding \$5,000,000 shall require approval of the Bankruptcy Court; and (iii) the Contingent Value Vehicle Trustee may seek Bankruptcy Court approval of a settlement or abandonment of Designated Litigation if the Contingent Value Vehicle Board fails to act on a proposed settlement or abandonment of such Designated Litigation within 60 days of receiving notice of such proposed settlement by the Contingent Value Vehicle Trustee or as otherwise determined by the Contingent Value Vehicle Trustee. The Contingent Value Vehicle Board may instruct the Contingent Value Vehicle Trustee to settle or abandon any Designated Litigation so long as such settlement or abandonment is fair and reasonable based upon the reasonable, good faith business judgment of the Contingent Value Vehicle Board.

(e) The Contingent Value Vehicle Board may remove the Contingent Value Vehicle Trustee for cause. In the event the requisite approval is not obtained, the Contingent Value Vehicle Trustee may be removed by the Bankruptcy Court for cause shown. In the event of the resignation or removal of the Contingent Value Vehicle Trustee, the Contingent Value Vehicle shall continue to remain in existence and shall not be dissolved, and the Contingent Value Vehicle Board shall, by majority vote, designate a Person to serve as successor Contingent Value Vehicle Trustee.

(f) Notwithstanding anything to the contrary in this Plan, none of the Contingent Value Vehicle Trustee, the Contingent Value Vehicle Board nor any of its members, Contingent Value Vehicle Professionals or any duly designated agent or representatives of any such party shall be liable for the act, default or misconduct of the

Contingent Value Vehicle Trustee or any other member of the Contingent Value Vehicle Board, nor shall the Contingent Value Vehicle Trustee or any member of the Contingent Value Vehicle Board be liable for anything other than such Person's own gross negligence or willful misconduct. The Contingent Value Vehicle Trustee and the Contingent Value Vehicle Board may, in connection with the performance of their duties, and in their sole and absolute discretion, consult with the Contingent Value Vehicle Professionals, and shall not be liable for anything done or omitted or suffered to be done in accordance with such advice or opinions. If the Contingent Value Vehicle Trustee or the Contingent Value Vehicle Board determines not to consult with the Contingent Value Vehicle Professionals, they shall not be deemed to impose any liability on the of the Contingent Value Vehicle Trustee or the Contingent Value Vehicle Board (as applicable), or the members and/or designees thereof.

(g) The Contingent Value Vehicle Board shall govern its proceedings through the adoption of by-laws, which the Contingent Value Vehicle Board may adopt by majority vote. No provision of such by-laws shall supersede, or conflict with, any express provision of this Plan.

ARTICLE VIII.

PROVISIONS REGARDING VOTING AND DISTRIBUTIONS UNDER THE PLAN

8.01. Voting of Claims; Classes Subsequently Deemed Unimpaired; Vacant Classes.

(a) Each holder of an Allowed Claim or Allowed Equity Interest in an impaired Class that is entitled to vote on the Plan pursuant to Article IV of the Plan shall be entitled to vote separately to accept or reject the Plan as provided in such order as is entered by the Bankruptcy Court establishing procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan, or any other order or orders of the Bankruptcy Court.

(b) The Debtors may seek an order of the Bankruptcy Court holding that any Class listed in this Plan as impaired is actually unimpaired or that any Class listed as unimpaired in this Plan is actually impaired. Notwithstanding anything to the contrary contained in this Plan, in the event that the Debtors obtain an order of the Bankruptcy Court holding that a Class listed in this Plan as impaired is unimpaired (whether before or after soliciting of acceptances for the Plan), such Class shall be unimpaired, each holder of an Allowed Claim in such Class shall be conclusively presumed to have accepted the Plan and any votes to accept or reject the Plan submitted by holders of Claims in such Class shall be null, void and have no effect.

(c) Any Class of Claims or Equity Interests that does not have a holder of an Allowed Claim or Equity Interest or a Claim or Equity Interest temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to Section 1129(a)(8) of the Bankruptcy Code.

8.02. Nonconsensual Confirmation; Elimination of Debtors.

(a) If any impaired Class of Claims or Equity Interests entitled to vote shall not accept the Plan by the requisite statutory majority provided in section 1126(c) of the Bankruptcy Code, the Debtors reserve the right (subject to any restrictions of the Purchase Agreements) to amend the Plan in accordance with Section 15.08 of this Plan (including an amendment that transfers one or more Debtors (other than a member of the Parnassos or Century-TCI Debtor Groups except Empire Sports Network) to different Debtor Groups (other than the Parnassos or Century-TCI Debtor Groups), or that eliminates one or more Debtors or Debtor Groups (other than the Parnassos or Century-TCI Debtor Groups) from participation under the Plan) or undertake to have the Bankruptcy Court confirm the Plan under section 1129(b) of the Bankruptcy Code or both. With respect to any impaired Classes of Claims or Equity Interests that are deemed to reject the Plan, the Debtors shall request that the Bankruptcy Court confirm the Plan pursuant to section 1129(b) of the Bankruptcy Code. Further, to the extent necessary and in accordance with Section 15.08 of this Plan, the terms of this Plan may be modified by the Debtors to reallocate value from all Classes at and below the level of the objecting Class to all impaired senior Classes until such impaired senior Classes are paid in accordance with the absolute priority rule of section 1129(b) of the Bankruptcy Code. To the extent any Class is deemed to reject the Plan by virtue of the treatment provided to such Class, the Plan shall be “crammed down” on the claimants within such Class pursuant to section 1129(b) of the Bankruptcy Code.

(b) In the event that either (i) the Debtors have not acquired title to a Managed Entity, or (ii) the cable systems owned by a Managed Entity are Non-Transferred MCE Systems, then such Managed Entity shall be eliminated from this Plan. If all of the Managed Entities in a Debtor Group are eliminated from the Plan, then such Debtor Group shall be eliminated from the Plan.

8.03. Distribution Company. All distributions under the Plan (other than those to be made by the Contingent Value Vehicle) shall be made by the Distribution Company or an agent thereof appointed by the Plan Administrator. The Distribution Company shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court; and, in the event that the Distribution Company is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Distribution Company. The Distribution Company shall not be responsible for making distributions on account of Contingent Value Vehicle Beneficial Interests.

8.04. Rights and Powers of Distribution Company.

(a) Expenses Incurred on or After the Effective Date. Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Distribution Company on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement claims (including reasonable attorney and other professional fees and expenses) made by the Distribution Company shall be paid from the Reserved Cash.

(b) Investment Powers. The reserves established pursuant to Sections 4.04, 4.14, 4.18, 4.22, 4.37 and 4.40 hereof shall be held by the Distribution Company. The Distribution Company may invest its assets in Permitted Investments; *provided, however*, that, absent approval of the Bankruptcy Court, the Distribution Company shall invest the assets held in the Cash Funded Reserves and the reserves established pursuant to Sections 4.04, 4.14, 4.18, 4.22, 4.37 and 4.40 hereof only in United States dollar denominated demand deposits with banks organized under the laws of the United States of America or any state thereof or the District of Columbia.

8.05. Manner of Distributions.

(a) Any payment of Cash made by the Distribution Company pursuant to the Plan may, at the Distribution Company's option, be made by check drawn on a domestic bank or wire transfer.

(b) Notwithstanding anything otherwise to the contrary, in the sole discretion of the Plan Administrator, any distribution of Plan Consideration under this Plan may be made by means of the book entry transfer facilities of the Depository Trust Company as an alternative to delivery of physical certificates or instruments representing TWC Class A Common Stock included in such Plan Consideration, as applicable. Any distribution made pursuant to the immediately preceding sentence shall be made to the account of the holder of the Claim or Equity Interest entitled to receive such Plan Consideration hereunder or to the account of an agent authorized to receive securities on behalf of such holder.

(c) A distribution pursuant to this Plan to the DIP Agent, the Indenture Trustees or the Administrative Agent (each, an "Agent") shall be deemed equivalent to a distribution under this Plan directly to the holders of the Allowed Claims that such Agent represents under the applicable Indenture or credit agreement giving rise to such Claims, and, upon distribution of Plan Consideration to such Agent sufficient to result in Payment in Full of such Claims, the Debtors shall not be required to make any further distribution under this Plan on account of such Claims, irrespective of any deduction, setoff, withholding, assertion of charging lien rights or other action taken by such Agent. The Agents shall not be required to give any bond or surety or other security for the performance of their duties unless otherwise ordered by the Bankruptcy Court; and, in the event that such parties are so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be paid by the Reorganized Debtors.

8.06. Timing of Distributions. In the event that any payment, distribution, or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or distribution or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

8.07. Distributions of Plan Consideration to Priority and Secured Creditors and Creditors Whose Distribution is Based on a Debtor Group Reserve.

(a) Payment of Distributions. Subject to Bankruptcy Rule 9010, all distributions under this Plan to holders of Allowed Claims and Equity Interests in Classes 1, 2, 3, FV-Trade, FV-Uns, FV-ESL, FVHC-Trade, FVHC-Uns, FVHC-ESL, FVHC-Conv, P-Trade, P-Uns, TCI-Trade, TCI-Uns, Century-Trade, Century-Uns, CCHC-Trade, CCHC-Uns, CCC-Trade, CCC-Uns, ARA-Trade, ARA-Uns, ARA-ESL, ARA-Conv, OLY-Trade, OLY-Uns, UCA-Trade, UCA-Uns, OLYParent-Trade, OLYParent-Uns, OLYParent-ESL, FtM-FPL, FtM-Trade, FtM-Uns, RCentCB-Cont, RCentCB-Trade, RCentCB-Uns, ROlyCB-Cont, ROlyCB -Trade, ROlyCB-Uns, RUCACB-Cont, RUCACB-Trade, RUCACB-Uns, GSETL, OPS-Trade, OPS-Uns, ACC-Trade, ACC-Uns, ACC-ESL Snr, ACC-ESL Sub, ACC-BPfd, ACC-BESL, ACC-DPfd, ACC-DESL, ACC-EFPfd, ACC-EFESL, ACC-CESL, ACC-CS, ACC-Conv shall be made to the holder of each Allowed Claim or Equity Interest, as applicable, at the address of such holder as listed on the Schedules as of the Distribution Record Date, unless the Debtors or, on and after the Effective Date, the Reorganized Debtors or the Plan Administrator, as applicable, have been notified in writing of a change of address, including by the timely filing of a proof of claim by such holder that provides an address for such holder different from the address reflected on the Schedules. Distributions of CVV Interests shall in all cases be made pursuant to the procedures described in Section 7.04(c). In the event that any distribution to any such holder is returned as undeliverable, the Distribution Company shall use reasonable efforts to determine the current address of such holder, but no distribution to such holder shall be made unless and until the Distribution Company has determined the then current address of such holder, at which time such distribution shall be made to such holder without interest; *provided, however*, that, at the expiration of one year from the distribution thereof, such distributions shall be deemed unclaimed property and shall be treated in accordance with Section 8.18 and Article IX of this Plan.

(b) Distributions to Holders of Allowed Claims. The Periodic Distribution Date on which the holder of an Allowed Claim first receives a distribution with respect to the Claim is referred to as the “First Payment Date.” On each Distribution Date, the Distribution Company shall first distribute to each holder of an Allowed Claim for whom such Distribution Date is its First Payment Date, the distribution provided for in Article IV hereof.

(c) True Up Payments. If on any Periodic Distribution Date any holder of an Allowed Claim in a Class has received a distribution with a Deemed Value per dollar of Allowed Claim less than the Deemed Value per dollar of Allowed Claim available for distribution on such Periodic Distribution Date, then such holder shall receive an additional distribution so that such holder’s Deemed Value per dollar of Allowed Claim is equal to the Deemed Value per dollar of Allowed Claim distributable on such Periodic Distribution Date. For the avoidance of doubt, if on any Periodic Distribution Date any holder of an Allowed Claim in a Class has received a distribution with a Deemed Value per dollar of Allowed Claim greater than the Deemed Value per dollar of Allowed Claim available for distribution on such Periodic Distribution Date, then such holder shall not have any obligation to restore any of the excess distribution previously received.

8.08. Distributions on Account of Note Claims. Distributions for the benefit of the holders of the Claims in Classes ACC-SnrNotes, ACC-SubNotes, ARA-Notes, FV-Notes, FVHC-Notes and OLYParent-Notes shall be made to (a) the Indenture Trustee with respect to the notes or debentures underlying such Claims or (b) with the prior written consent of the Indenture Trustee for the Notes underlying such Claims, through the facilities of the Depository Trust Company for the benefit of the holders of such Claims or (c) with respect to distributions of CVV Interests, pursuant to the procedures described in Section 7.04(c). If a distribution with respect to a Claim in Classes ACC-SnrNotes, ACC-SubNotes, ARA-Notes, FV-Notes, FVHC-Notes and OLYParent-Notes is made to an Indenture Trustee, such Indenture Trustee shall, in turn, promptly administer the distribution to the holders of Allowed Claims in such Class in accordance with the Plan and the applicable Indenture; *provided, however*, that nothing herein shall be deemed to impair, waive, or enhance any rights of an Indenture Trustee with respect to a Charging Lien.

8.09. Distributions on Account of Bank Claims. Any distributions to be made for the benefit of the holders of the Bank Claims shall be made to the appropriate Agent under the credit facility relating to such Bank Claim as of the Effective Date or as otherwise agreed by ACC and the Agent. Such Agent shall, in turn, promptly administer the distribution to the holders of the Bank Claims with respect to which it acts as Agent.

8.10. Distributions with Respect to DIP Lender Claims. Distributions for the benefit of the holders of the DIP Lender Claims shall be made to the DIP Agent as of the Effective Date or as otherwise agreed by ACC and such holder. The DIP Agent shall, in turn, promptly administer the distribution to the holders of the DIP Lender Claims.

8.11. Maximum Distribution. Notwithstanding anything otherwise to the contrary, in no event shall a holder of an Allowed Claim or Allowed Equity Interest be entitled to receive, or receive, a distribution of TWC Class A Common Stock (and/or Plan Consideration, as applicable) or other consideration, which based on the Deemed Value of the TWC Class A Common Stock (and/or Plan Consideration, as applicable) and other consideration received results in a distribution of greater than Payment in Full with respect to such Allowed Claim or Allowed Equity Interest.

8.12. Fractional Shares; De Minimis Distributions.

(a) No fractional shares of TWC Class A Common Stock shall be distributed under the Plan. When any distribution pursuant to the Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of TWC Class A Common Stock that is not a whole number, the actual distribution of shares of TWC Class A Common Stock shall be rounded such that any fractions of less than one whole share of TWC Class A Common Stock shall be rounded to the next lower whole number. The total number of authorized shares of TWC Class A Common Stock to be distributed to holders of Allowed Claims shall be adjusted as necessary to account for the rounding provided in this Section 8.12(a).

(b) Notwithstanding anything herein to the contrary, the Distribution Company shall have no obligation to make a distribution to a holder of an Allowed Claim

if such distribution would be less than \$20 or the Deemed Value of such distribution of TWC Class A Common Stock would be less than \$20 (or such other amount ordered by the Bankruptcy Court) (the "Threshold Amount"). If, on any Distribution Date, the amount of Cash or the Deemed Value of TWC Class A Common Stock that otherwise would have been distributed to a holder of an Allowed Claim is less than the Threshold Amount, the Distribution Company shall reserve such amount of Cash or the number of shares of TWC Class A Common Stock representing such Deemed Value until the first Distribution Date on which the amount to be distributed to such holder is equal to or greater than the Threshold Amount. If, at the time of the final Distribution Date hereunder, the amount of Cash or the Deemed Value of TWC Class A Common Stock then allocable to an Allowed Claim but not paid as a result of the foregoing sentence is less than the Threshold Amount (taking into account prior amounts reserved under this Section for such Claim but not paid), the Distribution Company shall not be required to make a final distribution on account of such Allowed Claim and such amount of Cash and number of shares of TWC Class A Common Stock representing such Deemed Value shall be made available for distribution to other Allowed Claims in accordance with the Plan. If, after application of the foregoing, at the time of the final Distribution Date hereunder, the Allocable Portion of Cash or Deemed Value of TWC Class A Common Stock then allocable to any remaining Allowed Claims would be less than the Threshold Amount, the Distribution Company shall not be required to make a final distribution on account of such Allowed Claim but shall transfer the Cash and number of shares of TWC Class A Common Stock representing such Deemed Value to the Contingent Value Vehicle.

8.13. Surrender of Instruments. Except to the extent evidenced by electronic book entry or as may be otherwise agreed to in writing by the Debtors or the Reorganized Debtors (or the Plan Administrator, as applicable), as a condition to receiving any distribution under the Plan, each holder of a certificated instrument or note must surrender such instrument or note held by it to the Distribution Company or its designee (which such designee may include the Indenture Trustees), unless such certificated instrument or note is being Reinstated or being left unimpaired under the Plan. Any holder of such instrument or note that is not otherwise excluded from the requirements of the immediately preceding sentence and that fails to (i) surrender such instrument or note, or (ii) execute and deliver an affidavit of loss and/or indemnity reasonably satisfactory to the Distribution Company or its designee before the first anniversary of the Effective Date shall be deemed to have forfeited all rights and Claims and may not participate in any distribution under the Plan. Any distribution so forfeited shall be treated as Unclaimed Property under Section 8.18.

8.14. Interest on Claims.

(a) If the sum of (x) all Allowed Claims within a Debtor Group, and (y) the amount of Disputed Claims set forth in the Estimation Order relating to such Debtor Group, is less than the Debtor Group Maximum Value of such Debtor Group, then simple interest shall accrue with respect to such Allowed Claim from the Commencement Date as provided in this Section 8.14, provided that interest shall not accrue on claims for damages arising from the rejection of any contract or lease until the rejection date of such contract or lease. Such interest shall accrue at a rate equal to (i) the non-default rate

payable under the agreement or instrument giving rise to such Allowed Claim, as and to the extent enforceable, provided that with respect to any Trade Claim or Other Unsecured Claim, it shall be presumed that no such agreement or instrument exists unless, if a copy of such agreement or instrument was not attached to a proof of claim filed as of the date hereof, a copy thereof is provided to the Debtors within thirty (30) days of the date the Debtors provided written notice of the Confirmation Hearing and such deadline, (ii) to the extent no such agreement or instrument exists or is presumed not to exist pursuant to the preceding clause (i), or the provision in such agreement on interest is not enforceable, then at the rate payable on federal judgments as of the Commencement Date; or (iii) such other rate as is determined by the Bankruptcy Court at the Confirmation Hearing; *provided, however*, that if the Debtors file an Interest Rate Schedule, the rate set forth in the Interest Rate Schedule shall govern with respect to such Claims. Interest shall accrue with respect to Allowed Claims in a Debtor Group until the earlier of (A) the Effective Date, and (B) such time as the sum of (x) all Allowed Claims within such Debtor Group (excluding the accrual of interest pursuant to this Section 8.14), (y) the amount of Disputed Claims set forth in the Estimation Order relating to such Debtor Group which have not otherwise been Allowed or dismissed, and (z) interest accrued pursuant to this Section 8.14, equals the Debtor Group Maximum Value of such Debtor Group.

(b) Unless otherwise specifically provided for in this Plan, the Confirmation Order, the DIP Facility or a post-Commencement Date agreement in writing between the Debtors and a Claimholder, interest shall not accrue or be paid on Claims or Equity Interests from and after the Commencement Date, and no holder of a Claim or Equity Interest shall be entitled to interest accruing on or after the Commencement Date on any Claim, right or Equity Interest. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim or Disputed Equity Interest in respect of the period from the Effective Date to the date a final distribution is made when and if such Disputed Claim or Disputed Equity Interest becomes an Allowed Claim or Allowed Equity Interest. Nothing in this or any other section of the Plan shall prejudice (i) any party in interest in seeking any other, further or different rate of postpetition interest, or in seeking post-Effective Date interest, upon its allowed claim on or prior to the date set for filing objections to the Plan, (ii) any other party in interest in timely opposing such request or any rate of postpetition interest set forth herein, or (iii) the calculation of the liquidation preference on any series of CVV Interests.

8.15. Withholding Taxes on Distributions. Any federal, state or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder and no Person shall be entitled to any additional distribution as a result of any such withholding. All Persons holding Claims or Equity Interests shall be required to provide any information necessary to effect the withholding of such taxes.

8.16. Disputed Payment of Allowed Claims or Equity Interests. If any dispute arises as to the identity of a holder of an Allowed Claim or Equity Interest who is to receive any distribution, the Distribution Company may, in lieu of making such distribution to such Person, make such distribution into an escrow account until the disposition thereof shall be determined by Bankruptcy Court order or by written agreement among the interested parties to such dispute.

8.17. No Distributions to Existing Securities Law Claims Pending Establishment of Restitution Fund Allocation. Notwithstanding anything otherwise to the contrary, no distribution shall be made with respect to any Existing Securities Law Claim until such time as the Restitution Fund is allocated to the beneficiaries thereof. As a condition to receiving any distribution under the Plan, each holder of an Existing Securities Law Claim shall deliver written notice to the Plan Administrator and the CVV Trustee certifying either (a) the amount of distributions to which such holder is entitled from the Restitution Fund in respect of such holder's Existing Securities Law Claim or (b) that such holder is not entitled to any distributions the Restitution Fund in respect of such holder's Existing Securities Law Claim.

8.18. Unclaimed Distributions. All distributions under the Plan that are unclaimed for a period of one year after distribution thereof (or an attempt to effect such distribution) in accordance with the Plan shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code (the "Unclaimed Property"). Unclaimed Property shall be forfeited by any holder of a Claim originally entitled thereto hereunder, whereupon all right, title and interest in and to the Unclaimed Property shall immediately and irrevocably be available for future distributions to holders of Allowed Claims or Allowed Equity Interests hereunder in accordance with Article IX of the Plan and the holder of the Allowed Claim or Allowed Equity Interest previously entitled to such Unclaimed Property shall cease to be entitled thereto and any entitlement of any holder of any Claim or Equity Interest to such distributions shall be extinguished and forever barred.

8.19. Distributions to Holders as of the Distribution Record Date. As at the close of business on the Distribution Record Date, the claims register and stock transfer books shall be closed, and there shall be no further changes in the record holder of any Claim or Equity Interest. The Reorganized Debtors and any party responsible for making distributions pursuant to this Plan (including the Distribution Company and the Indenture Trustees) shall have no obligation to recognize any transfer of any Claim or Equity Interest occurring after the Distribution Record Date. The Reorganized Debtors and any party responsible for making distributions pursuant to this Plan (including the Distribution Company and the Indenture Trustees) shall instead be authorized and entitled to recognize and deal for all purposes under the Plan with only those record holders stated on the Claims register as of the close of business on the Distribution Record Date, *provided, however*, that, notwithstanding anything otherwise to the contrary, the Reorganized Debtors and any party responsible for making distributions pursuant to this Plan shall be authorized, in their sole discretion, to effect any distribution under the Plan through the book-entry transfer facilities of The Depository Trust Company pursuant to the procedures used for effecting distributions thereunder on the date of such distribution.

8.20. Allocation of Plan Distributions Between Principal and Interest. To the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to accrued but unpaid interest.

8.21. Exemption from Securities Laws. To the extent not previously provided for in a Final Order, the confirmation of this Plan shall constitute a finding that TWC is a successor to a debtor under this Plan for purposes of section 1145 of the Bankruptcy Code and, unless TWC

files a registration statement on Form 10 under the Exchange Act that is effective, Rule 12g-3(a) promulgated under the Exchange Act as described below. The issuance of the TWC Class A Common Stock and the distribution of the TWC Class A Common Stock or any securities of TWC as a successor to a debtor that are included in Plan Consideration (including whether directly to holders of Claims against or Equity Interests in the Debtors, or through the Debtors, the Reorganized Debtors, the Contingent Value Vehicle, the Plan Administrator, the Distribution Company or any other entity) shall be exempt from any securities law registration requirements and any other applicable non-bankruptcy law or regulation under section 1145 of the Bankruptcy Code, and, unless TWC files a registration statement on Form 10 under the Exchange Act that is effective, such shares of TWC Class A Common Stock shall be registered under the Exchange Act pursuant to Rule 12g-3(a) promulgated thereunder. The sale of the Equity Interests in connection with the Comcast Adelphia Acquisition or the TW Expanded Transaction (as applicable) and the issuance of Contingent Value Vehicle Interests pursuant to the Plan (and any distribution of securities in connection with the exercise of conversion or similar rights thereunder) shall also be exempt from any securities law registration requirements and any other applicable non-bankruptcy law or regulation under section 1145 of the Bankruptcy Code.

ARTICLE IX.

PROCEDURES FOR ESTIMATION OF ALLOWABLE CLAIMS, TREATMENT OF DISPUTED CLAIMS AND ESTABLISHING OF RESERVES

9.01. Disputed Claims; Objections to Administrative Expense Claims and Claims.

(a) No Distributions Pending Allowance. Except as otherwise expressly set forth herein, if any portion of a Claim or Equity Interest is Disputed, no payment or distribution provided hereunder shall be made on account of such Claim or Equity Interest unless and until such Disputed Claim becomes an Allowed Claim or such Disputed Equity Interest becomes an Allowed Equity Interest.

(b) Century-ML JV Claims. For the avoidance of doubt, all Century-ML JV Claims are Disputed Claims. No distributions shall be made on account of any Century-ML JV Claim unless and until such Claim is liquidated and becomes an Allowed Claim.

(c) Post-Effective Date Objections. The Plan Administrator shall be entitled to object to Administrative Expense Claims, Claims and Equity Interests. Any objections to Claims or Equity Interests shall be filed and served on or before the later of (i) sixty (60) days after the Effective Date, and (ii) such date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clause (i) above (such later date, the “Claims Objection Deadline”). Except as set forth in (d) below, all objections shall be litigated to Final Order; *provided, however*, that the Debtors, Reorganized Debtors and Plan Administrator (as applicable) (within such parameters as may be established by the Reorganized Debtors) shall have the authority to file, settle, compromise or withdraw any objections without Bankruptcy Court approval.

(d) Settlement of Disputed Claims. On and after the Effective Date, the Plan Administrator shall have the authority to compromise, settle, otherwise resolve, or

withdraw any objections to Administrative Expense Claims and compromise, settle, or otherwise resolve Disputed Administrative Expense Claims without approval of the Bankruptcy Court.

(e) Distributions on Subsequently Allowed Claims. Any holder of a Disputed Claim whose Claim is subsequently Allowed shall receive a distribution on the next Periodic Distribution Date to the extent that there is sufficient Plan Consideration remaining for distribution in respect of such claim; provided, that if a Disputed Claim is Allowed after the twentieth (20th) day prior to the next Periodic Distribution Date shall receive its distribution on the next succeeding Periodic Distribution Date following such Periodic Distribution Date.

(f) Disputed Claims and Debtor Group Reserves.

(i) From and after the Effective Date, except to the extent Plan Consideration is held in the Reserved Cash or an Escrow Account, for the benefit of the holders of Disputed Claims in each Debtor Group, the Distribution Company shall reserve and hold in escrow in a Notes/Trade Distribution Reserve, Other Unsecured Distribution Reserve or Existing Securities Law Claim Reserve, as applicable, Plan Consideration, and any dividends, gains or income attributable thereto.

(ii) Any dividends, gains or income paid in Cash on account of Plan Consideration reserved for the benefit of holders of Disputed Claims shall be invested in Permitted Investments for the benefit of such holders, pending determination of their entitlement thereto under the terms of the Plan.

9.02. Estimation of Claims. An Estimation Order shall be used to calculate and fix distributions to holders of Allowed Claims and to establish the amounts of the respective Debtor Group Reserves, Other Unsecured Distribution Reserves, Existing Securities Law Claim Reserves, taking into account in each case the amount of Plan Consideration to be allocated to such reserves to the extent Plan Consideration is released from the Transaction Escrows in accordance with their terms. The Debtors also shall be entitled to seek an Estimation Order with respect to a Claim regardless of whether the Debtors or the Reorganized Debtors previously objected to any Claim to be estimated thereunder, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated or Disputed Claim, the estimated amount may, as determined by the Bankruptcy Court, constitute either (a) the Allowed amount of such Claim, (b) a maximum limitation on such Claim, or (c) in the event such Claim is estimated in connection with the estimation of other Claims within the same Class, a maximum limitation on the aggregate amount of Allowed Claims within such Class; *provided, however*, that if the estimate constitutes the maximum limitation on a Claim, or a Class of Claims, as applicable, the Debtors or the Reorganized Debtors, as the case may be, may elect to pursue supplemental proceedings to object to any ultimate allowance of any such Claim. All of the aforementioned Claim objection, estimation and resolution procedures are cumulative and not necessarily exclusive of one another.

9.03. Funding of Reserves.

(a) General. On the Effective Date:

(i) the Reserved Cash, the Prepetition Tax Reserve, the Postpetition Tax Reserves, the Debtor Group Reserves, the FrontierVision Holdco Holdback and the Inter-Creditor Dispute Holdback shall be funded with Cash and/or TWC Class A Common Stock, as provided herein, and transferred as follows:

(A) the Century-TCI Debtor Group Reserve shall be transferred to the Century-TCI Distribution Company;

(B) the Parnassos Debtor Group Reserves shall be transferred to the Parnassos Distribution Companies;

(C) all other reserves funds and holdbacks provided for in this paragraph (i) shall be transferred to the Distribution Company;

(ii) the Transaction Escrows shall be funded by the Buyers in accordance with the Purchase Agreements and held and maintained by the escrow agent thereunder;

(iii) all of the issued and outstanding capital stock of ACC shall be transferred to the Distribution Company to be held in the Holding Company Debtor Group Reserve;

(iv) the Litigation Funds shall be funded with Cash and transferred as provided in Section 7.03; and

(v) the Puerto Rico Liquidating Trust shall be established through the execution of the Puerto Rico Liquidating Trust Agreement, the Puerto Rico Trust interests shall be issued in respect of the claims in Classes ARA-Notes, ARA-Trade, ARA-Uns and ARA-ESL in accordance with this Plan and the Puerto Rico Liquidating Trust Agreement, and all assets (including Equity Interests) held by Century Communications Corporation (other than its interest in Century/ML Cable Venture) shall be distributed to Arahova Communications, Inc., as the Debtor which is the holder of the Equity Interests in Century Communications Corporation, and the stock of Century Communications Corporation shall be transferred to the Puerto Rico Liquidating Trust. Unless the IRS or a court of competent jurisdiction requires a different treatment, for federal income tax purposes and, to the extent permitted by applicable law, for state and local income tax purposes, all Persons (including the Debtors, the trustee of the Puerto Rico Liquidating Trust and holders of Puerto Rico Trust Interests) shall treat (i) the holders of Puerto Rico Trust Interests as the grantors and deemed owners of the Puerto Rico Liquidating Trust and (ii) the assets transferred to the Puerto Rico Liquidating Trust as distributed by the Debtors to the holders of Puerto Rico Trust Interests and as transferred by them to the Puerto Rico Liquidating Trust.

(b) Release of Reserves other than Debtor Group Reserves and Receipt of Net Proceeds of Sale. Upon either (x) both (I) the determination of the Plan Administrator that some or all of the Reserved Cash, the Bank Securities Indemnification Fund, the Prepetition Tax Reserve, or the Postpetition Tax Reserves, is no longer necessary to be held as a reserve and (II) the approval of the Bankruptcy Court, (y) the release of some or all of the Transaction Escrow to a Debtor, Reorganized Debtor or Distribution Company or (z) receipt of net proceeds from the sale of Excluded Assets, Non-Transferred MCE Systems or other assets of Reorganized ACC or any of its subsidiaries, other than Purchased Assets (together with (x) and (y), the “Delayed Consideration”), then such Delayed Consideration shall be applied as follows:

(i) any Delayed Consideration consisting of Cash (but not any TWC Class A Common Stock) shall be added to the Reserved Cash if the Plan Administrator reasonably determines that the Reserved Cash is not reasonably likely to be sufficient for the purposes for which it is held, with any excess applied such that;

(ii) any Delayed Consideration consisting of Cash (but not any TWC Class A Common Stock) shall be added to the Postpetition Tax Reserve, if the Plan Administrator reasonably determines that the Postpetition Tax Reserve is not reasonably likely to be sufficient for the purposes for which it is held, with any excess applied such that;

(iii) any Delayed Consideration consisting of Cash (but not any TWC Class A Common Stock) shall be added to the Prepetition Tax Reserve if the Plan Administrator reasonably determines that the Prepetition Tax Reserve is not reasonably likely to be sufficient for the purposes for which it is held, with any excess applied such that;

(iv) if (x) any Delayed Consideration attributable to a particular Debtor Group (the “Shorted Debtor Group”) has previously been applied as provided in clauses (i), (ii), or (iii) (the “Applied Amount”), then (y) with respect to the Delayed Consideration attributable to a Debtor Group other than the Shorted Debtor Group, an amount equal to the product of the Applied Amount and a fraction the numerator of which is the Debtor Group Maximum Value of such Debtor Group and the Denominator of which is the Debtor Group Maximum Value of all Debtor Groups shall be deemed attributable to the Shorted Debtor Group and applied as provided in the succeeding paragraph (v); solely for purposes of Section 9.03(b), the Debtor Group Maximum Value of the Holding Company Debtor Group shall be the amount calculated pursuant to paragraph (1)(b) of the definition of the term Allocable Portion for Classes ACC-Trade, ACC-SnrNotes, and ACC-Uns;

(v) any remaining Delayed Consideration that is attributable to a particular Debtor Group (the “Attributed Debtor Group”) shall be deposited in the Debtor Group Reserve of the Attributed Debtor Group in accordance with the relative priority of the Claims against the Attributed Debtor Group corresponding

to the Debtor Group Reserves, and in the case of Debtor Group Reserves corresponding to pari passu Claims, in proportion to the Shortfall in such Debtor Group Reserves (and if there is no Shortfall, such released reserves or net proceeds shall be deemed to be an Excess and reallocated as provided in Section 9.03(e) hereof); *provided, however*, that the Debtor Group Maximum Value Limitation shall not apply in the case of net proceeds of a sale of Excluded Assets or other assets of Reorganized ACC and its subsidiaries that are not Non-Transferred MCE Systems; with any remaining Delayed Consideration not attributable to a particular Attributed Debtor Group applied such that;

(vi) any remaining Delayed Consideration shall be allocated among the Shortfall Debtor Groups in proportion to the Debtor Group Maximum Value of each Shortfall Debtor Group and all of its consolidated subsidiaries as set forth on the initial schedule of Debtor Group Maximum Value; *provided, however*, that:

(A) in calculating the allocation to any Shortfall Debtor Group (including the ACC Ops Debtor Group and the Holding Company Debtor Group), the Debtor Group Maximum Value of any subsidiary Debtor Group that is itself a Shortfall Debtor Group shall be excluded;

(B) the Debtor Group Maximum Value Limitation shall not apply in the case of net proceeds of sale of Excluded Assets or other assets of Reorganized ACC and its subsidiaries that are not Delayed Transfer Assets or Non-Transferred MCE Systems;

(C) if upon the release of a Transaction Escrow, either (I) there is not released a portion of the Transaction Escrow scheduled for release on such date as a result of the assertion by the Buyers of a claim for indemnification attributable to a particular Debtor Group, or (II) such released Transaction Escrow is attributable to one or more Debtor Groups, then the allocation of such released Transaction Escrow shall give effect to such assertion or attribution;

with any excess applied such that;

(vii) any remaining Delayed Consideration, shall be added to the Holding Company Debtor Group Reserves.

(c) Make-Up from Debtor Group Reserve Cash. Notwithstanding anything otherwise to the contrary, to the extent the Cash included in the Reserved Cash, Prepetition Tax Reserve or Postpetition Tax Reserve is insufficient for its purpose, the Plan Administrator may withdraw such amount of Cash from the Debtor Group Reserves to cover the payment of such costs as may be provided by one or more Final Orders of the Bankruptcy Court from time to time.

(d) Clawback of Deficiency in Debtor Group Reserves. Not less than three Business Days nor more than ten Business Days prior to each Distribution Date, the Plan Administrator shall calculate the Deemed Value of each Debtor Group Reserve. If the

Deemed Value of a Debtor Group Reserve is less than (a “Deficiency”) the excess of (x) the amount calculated pursuant to clause (1)(b) or (2)(b) (as applicable) of the definition of Allocable Portion with respect to such Debtor Group Reserve (a “Shortfall Debtor Group”), over (y) the Deemed Value of all prior distributions under the Plan (including distributions from the Contingent Value Vehicle and the Puerto Rico Liquidating Trust) and projected distributions from the Restitution Fund to the Classes of Claims entitled to distributions from such Debtor Group Reserve:

(i) with respect to a Notes/Trade Distribution Reserve or Subsidiary Other Unsecured Distribution Reserve, if there is any Plan Consideration remaining in the Existing Securities Law Claim Reserve corresponding to such Shortfall Debtor Group then there shall be transferred to the Notes/Trade Distribution Reserve or the Subsidiary Other Unsecured Distribution Reserve of the Shortfall Debtor Group (as applicable), from the Existing Securities Law Claim Reserve corresponding to such Shortfall Debtor Group, an amount of Plan Consideration with a Deemed Value equal to such Deficiency (to the extent available) or, if less than such Deficiency, the maximum amount available for transfer to such Shortfall Debtor Group hereunder;

(ii) if the Deemed Value of the Plan Consideration transferred pursuant to clause (i) is less than the Deficiency (or if there is no Existing Securities Law Claim Reserve corresponding to such Shortfall Debtor Group, or the Deficiency is in an Existing Securities Law Claim Reserve), then there shall be transferred to the Notes/Trade Distribution Reserve or Other Unsecured Distribution Reserve (or Existing Securities Law Claim Reserve, as applicable) of the Shortfall Debtor Group, on a *pro rata* basis from the Debtor Group Reserves of the direct Parent Debtor Group of such Shortfall Debtor Group, an amount of Plan Consideration with a Deemed Value equal to such Deficiency (to the extent available) or, to the extent less than such Deficiency, the maximum amount available to be transferred to such Shortfall Debtor Group hereunder;

(iii) if the Deemed Value of the Plan Consideration transferred pursuant to clause (ii) is less than the Deficiency, then there shall be transferred to the Notes/Trade Distribution Reserve or Other Unsecured Distribution Reserve (or Existing Securities Law Claim Reserve, if applicable) of the Shortfall Debtor Group, on a *pro rata* basis from the Debtor Group Reserves of any indirect Parent Debtor Group of such Shortfall Debtor Group, Plan Consideration with a Deemed Value equal to such unsatisfied Deficiency; and

(iv) a Shortfall Debtor Group shall not be entitled to a transfer into its Debtor Group Reserves pursuant to this Section 9.03(d) to the extent that such transfer would violate the Debtor Group Maximum Value Limitation.

(e) Distribution of Excess in Debtor Group Reserves. Prior to each Distribution Date, if the Deemed Value of a Debtor Group Reserve of any Debtor Group exceeds the excess of (x) the amount calculated pursuant to clause (1)(b) or (2)(b) (as applicable) of the definition of Allocable Portion with respect to such Debtor Group (an

“Excess Reserve Debtor Group”) over (y) the Deemed Value of all prior distributions under the Plan (including distributions from the Contingent Value Vehicle and the Puerto Rico Liquidating Trust) and projected distributions from the Restitution Fund to the Classes of Claims entitled to distributions from such Debtor Group Reserve (an “Excess”), then:

(i) such Excess shall first be distributed to the holders of Allowed Claims in such Excess Reserve Debtor Group to the extent that they have received distributions with a Deemed Value of less than the Allowed amount of their Claims, such distribution based on the relative priority of Classes of Claims in the Excess Reserve Debtor Group;

(ii) if after giving effect to the distribution in clause (i) any Excess remains, then

(A) if the Debtor Group Reserve holding such remaining Excess is an Other Unsecured Distribution Reserve, such remaining Excess shall be transferred to the Notes/Trade Distribution Reserve corresponding to such Debtor Group; or

(B) if the Debtor Group Reserve holding such remaining Excess is a Notes/Trade Distribution Reserve, such remaining Excess shall be transferred to the Other Unsecured Distribution Reserve corresponding to such Debtor Group; and

(iii) if after giving effect to the distribution in clause (ii) any Excess remains, the remaining Excess shall be transferred to the Existing Securities Law Claim Reserve corresponding to such Debtor Group, if any; and

(iv) if after giving effect to the distribution in clause (iii) any Excess remains or if or there is no Existing Securities Law Claim Reserve corresponding to such Debtor Group, then the remaining Excess shall be transferred to the Debtor Group Reserves of the Parent Debtor Group, if any, of the Excess Reserve Debtor Group;

(v) if the Holding Company Debtor Group is the Excess Reserve Debtor Group, then the Excess shall be transferred to the Contingent Value Vehicle at such time as (A) approved by the Bankruptcy Court, (B) there exist no Disputed Claims, or (C) the amount of the reserves in the Holding Company Debtors Group equals the claimed amount of all Disputed Claims.

(f) No Segregation of Plan Currency. The Distribution Company shall not be obligated to physically segregate and maintain separate accounts for reserves, except that (i) the Distribution Company shall physically separate and maintain separate accounts for the Cash Funded Reserves and (ii) the Transaction Escrows shall be maintained in accordance with the Sale Transaction Documents. Reserves may be maintained in the form of bookkeeping entries or accounting methodologies, which may be revised from time to time, sufficient to enable the Distribution Company to determine the amount of

Plan Consideration required on account of reserves hereunder and amounts to be distributed to parties in interest.

9.04. Release of Holdbacks. The Inter-Creditor Dispute Holdback and the FrontierVision Holdco Holdback shall be held in reserve by the Distribution Company pending the Inter-Creditor Dispute Resolution. No distribution of the Inter-Creditor Dispute Holdback or the FrontierVision Holdco Holdback shall be made until the relevant Inter-Creditor Dispute Resolution. Any distribution from the FrontierVision Holdco Holdback or the Inter-Creditor Dispute Holdback shall be made directly to the applicable Debtor Group Reserve, and shall not be subject to Section 9.03(b).

9.05. Tax Distributions and Treatment of Reserves, Escrows and Holdbacks.

(a) Tax Distributions. The Plan Administrator, the Century-TCI Distribution Company, the Parnassos Distribution Company and the Distribution Company shall from time to time distribute funds to the Postpetition Tax Reserve from any other reserve, fund or escrow established in connection with the Plan (other than the Transaction Escrows) to pay taxes imposed on the Reorganized Debtors with respect to income or gains realized by such other reserve, fund or escrow.

(b) Cash Funded Reserves. For federal income tax purposes, the Debtors intend to treat (i) the Reserved Cash, the Prepetition Tax Reserve and the Postpetition Tax Reserves (the "Cash Funded Reserves") as one or more grantor trusts, (ii) the Debtors as the grantors and deemed owners of the Cash Funded Reserves, (iii) the cash transferred to the Cash Funded Reserves in connection with the Sale Transaction as received by the Debtors and then contributed by the Debtors to the Cash Funded Reserves.

(c) Debtor Group Reserves, Inter-Creditor Dispute Holdback and Transaction Escrows. For federal income tax purposes, the Debtors intend to treat the Debtor Group Reserves, the FrontierVision Holdco Holdback, the Inter-Creditor Dispute Holdback, the Transaction Escrows, the Litigation Indemnification Fund and any other reserves, holdbacks and escrows established in connection with the Plan for the benefit of holders of Claims and Equity Interests (other than the Cash Funded Reserves) as one or more disputed ownership funds described in the proposed Treasury Regulations Section 1.468B-9, and, to the extent permitted by applicable law, to report consistently for state and local income tax purposes. If such treatment is not available with respect to any such reserve, holdback or escrow under applicable law in effect for a taxable period, then for federal income tax purposes the Debtors, the Distribution Company and the Plan Administrator intend to treat such reserve, holdback or escrow in such period as one or more trusts subject to a separate entity tax. For federal income tax purposes, the Debtors intend to treat the cash and TWC Class A Common Stock transferred to such reserves, holdbacks and escrows in connection with the Sale Transactions as received by the Debtors from TW NY or Comcast, as applicable, pursuant to the Sale Transactions and then contributed by the Debtors to such reserves, holdbacks and escrows.

(d) Consistent Reporting. The Reorganized Debtors, the Distribution Company, the Century-TCI Distribution Company, the Parnassos Distribution Companies, the Plan Administrator, the Contingent Value Vehicle Trustee and holders of Allowed Claims and Equity Interests (in their capacities as such) shall report, for federal income tax purposes, consistently with the Debtors' treatment of reserves, escrows and holdbacks pursuant to this Section 9.05.

9.06. Personal Injury Claims. All Personal Injury Claims are Disputed Claims. No distributions shall be made on account of any Personal Injury Claim unless and until such Claim is liquidated and becomes an Allowed Claim. Any Personal Injury Claim which has not been liquidated prior to the Effective Date and as to which a proof of claim was timely filed in the Chapter 11 Cases, shall be determined and liquidated in the administrative or judicial tribunal in which it is pending on the Effective Date or, if no action was pending on the Effective Date, in any administrative or judicial tribunal of appropriate jurisdiction. Any Personal Injury Claim determined and liquidated (i) pursuant to a Final Order obtained in accordance with this Section and applicable nonbankruptcy law, (ii) in any alternative dispute resolution or similar proceeding as same may be approved by order of a court of competent jurisdiction or (iii) pursuant to agreement of the parties, shall be deemed, to the extent applicable, an Allowed Other Unsecured Claim of the Debtor Group against which the Personal Injury Claim was brought or an ACC Other Unsecured Claim, as applicable, in such liquidated amount and treated in accordance with the Plan; *provided, however*, that the Allowed amount of any Personal Injury Claim that also is an Insured Claim shall not exceed the liquidated amount of the Claim less the amount paid by the insurer. Nothing contained in this Section 9.06 shall constitute or be deemed a waiver of any claim, right, or Cause of Action that the Debtors may have against any Person in connection with or arising out of any Personal Injury Claim, including any rights under section 157 of title 28 of the United States Code.

9.07. No Recourse. Nothing in the Plan shall modify any right of a holder of a Claim under section 502(j) of the Bankruptcy Code. Notwithstanding that the Allowed amount of any particular Disputed Claim is reconsidered under the applicable provisions of the Bankruptcy Code and Bankruptcy Rules or is Allowed in an amount for which after application of the payment priorities established by this Plan, or after giving effect to an Estimation Order, there is insufficient consideration to provide a recovery equal to that received by other holders of Allowed Claims in the respective Class or category, no Claim holder shall have recourse to the Distribution Company, the Debtors, the Reorganized Debtors, the Transferred Joint Venture Entities (other than with respect to Assumed Sale Liabilities), the Buyers (other than Assumed Sale Liabilities), the Creditors' Committee, the Equity Committee, the Indenture Trustees, the Plan Administrator, the Contingent Value Vehicle, the Contingent Value Vehicle Trustee or any of their respective professionals, consultants, trustees, officers, directors or members or their successors or assigns, or any of their respective assets or property. **THUS, THE BANKRUPTCY COURT'S ENTRY OF AN ESTIMATION ORDER MAY LIMIT THE DISTRIBUTION TO BE MADE ON INDIVIDUAL DISPUTED CLAIMS, REGARDLESS OF THE AMOUNT FINALLY ALLOWED ON ACCOUNT OF SUCH DISPUTED CLAIMS.**

9.08. Amendments to Claims. A Claim may be amended prior to the Confirmation Date only as agreed upon by the Debtors and the holder of such Claim, or as otherwise permitted by the Bankruptcy Court, the Bankruptcy Rules or applicable law. After the Confirmation Date

except as provided in Section 10.03, a Claim may not be filed or amended without the prior authorization of the Bankruptcy Court. Any such new or amended Claim filed after the Confirmation Date shall be deemed disallowed in full and expunged without any action by the Debtors, the Plan Administrator, the Distribution Company or the Reorganized Debtors, unless the Claim holder has obtained prior Bankruptcy Court authorization for the filing.

9.09. Setoffs. Except as otherwise provided in the Plan, the Confirmation Order, the Purchase Agreements, or in agreements previously approved by Final Order of the Bankruptcy Court, the Debtors, Reorganized Debtors, and the Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, offset against any Claim or Equity Interest and any distribution to be made on account of such Claim or Equity Interest, any and all of the claims, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the holder of such Claim or Equity Interest; *provided, however,* that neither the failure to effect such a setoff, the allowance of any Claim or Equity Interest hereunder, any other action or omission of the Debtors or the Reorganized Debtors, nor any provision of this Plan shall constitute a waiver, abandonment or release by the Debtors or the Reorganized Debtors of any such claims, rights and Causes of Action that the Debtors or the Reorganized Debtors may possess against such holder. To the extent the Debtors or the Reorganized Debtors fail to set off against a holder and seek to collect a claim from such holder after a distribution to such holder pursuant to the Plan, the Debtors or the Reorganized Debtors shall be entitled to full recovery on their claim against such creditor.

9.10. Treatment of ACC Common Stock Held in Debtor Group Reserves. Notwithstanding anything otherwise to the contrary, the ACC Common Stock deposited and held in the Debtor Group Reserves shall (i) not be included in any calculation of Deemed Value of Plan Consideration made in connection with this Plan and (ii) shall be held in the Debtor Group Reserves and shall not be distributed to (a) any holders of Claims or Equity Interests, or (b) any Shortfall Debtor Group or (c) any recipient of Plan Consideration from an Excess Debtor Group, entitled to receive distributions under this Plan.

ARTICLE X.

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

10.01. Assumption, Retention, Assumption and/or Assignment or Rejection.

(a) Assumption or Rejection of Executory Contracts and Unexpired Leases. Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, subject to the restrictions and requirements under Sections 5.11(b), (c), (d) and (e) of the Comcast Purchase Agreement and Sections 5.13(b), (c), (d) and (e) of the TW Purchase Agreement (including, if applicable, as modified in connection with the TW Expanded Transaction), as applicable:

- (i) the Comcast Contracts shall be Assumed and the TW Contracts shall be Assumed, in each case as of the Effective Date;

(ii) all executory contracts and unexpired leases other than the Comcast Contracts and the TW Contracts shall (consistent with the requirements of the Purchase Agreements) be deemed to be rejected by the Debtors, except for any executory contract or unexpired lease (a) that has been previously assumed and/or assigned pursuant to an order of the Bankruptcy Court entered prior to the Effective Date, (b) as to which a motion for approval of the assumption and/or assignment of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date, or (c) that is specifically designated as a contract or lease to be assumed and/or assigned or retained on Schedule 10.01(a), which Schedule shall be contained in the Plan Supplement;

(iii) notwithstanding anything otherwise herein to the contrary, to the extent consistent with their obligations under the Purchase Agreements, the Debtors reserve the right, on or prior to the Effective Date, to amend Schedule 10.01(a) to delete any executory contract or unexpired lease therefrom or add any executory contract or unexpired lease thereto, in which event such executory contract(s) or unexpired lease(s) shall be deemed to be, as applicable, rejected, assumed and/or assigned or retained. The Debtors shall provide notice of any amendments to Schedule 10.01(a) to the parties to the executory contracts and unexpired leases affected thereby. The listing of a document on Schedule 10.01(a) shall not constitute an admission by the Debtors that such document is an executory contract or an unexpired lease or that the Debtors have any liability thereunder.

(b) Rigas Agreements. Each Rigas Agreement as to which any of the Debtors is a party shall be deemed automatically rejected in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless such Rigas Agreement (i) shall have been previously assumed by the Debtors by order of the Bankruptcy Court, (ii) is the subject of a motion to assume pending on or before the Effective Date, (iii) is listed on Schedule 10.01(b) as an assumed Rigas Agreement to be filed with the Plan Supplement, (iv) is Assumed, or (v) is otherwise assumed, retained, assumed and/or assigned pursuant to the terms of this Plan. Notwithstanding anything otherwise to the contrary, this Section 10.01(b) shall not apply to the Adelphia-Rigas Settlement Agreement.

(c) Approval of Assumptions, Retentions and Rejections by Confirmation Order. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the rejections, retentions, assumptions and/or assignments contemplated by this Plan pursuant to sections 365 and 1123 of the Bankruptcy Code. Each executory contract, unexpired lease and Rigas Agreement assumed pursuant to Sections 10.01(a) and 10.01(b) (except for the Comcast Contracts and the TW Contracts) shall vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of this Plan, or any order of the Bankruptcy Court authorizing or providing for its assumption or applicable federal law. Each of the Comcast Contracts and the TW Contracts shall be Assumed by, and vest in and be fully enforceable by, the applicable Buyer or Transferred Joint Venture Entity in accordance with its terms. The Debtors reserve the right to file a motion on or before the

Confirmation Date to assume or reject, subject to Sections 5.11(b), (c), (d) and (e) of the Comcast Purchase Agreement and Sections 5.13(b), (c), (d) and (e) of the TW Purchase Agreement, any executory contract, unexpired lease or Rigas Agreement.

(d) Scope of Assumed/Retained Agreements. Except to the extent inconsistent with any applicable Sale Transaction Document, each executory contract and unexpired lease that is Assumed, retained, assumed and/or assigned shall include (a) all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affect such executory contract or unexpired lease and (b) in respect of agreements relating to premises, all executory contracts or unexpired leases appurtenant to the premises, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, reciprocal easement agreements, and any other interests in real estate or rights in rem related to such premises, unless any of the foregoing agreements has been rejected pursuant to a Final Order of the Bankruptcy Court or is otherwise rejected as a part of this Plan.

10.02. Payments Related to Retention and Assumption of Executory Contracts and Unexpired Leases.

(a) The provisions (if any) of each executory contract or unexpired lease to be retained, assumed and/or assigned under this Plan which is or may be in default shall be satisfied by payment of a Cure and/or performance of a non-monetary obligation. If there is a dispute regarding (x) the nature or the amount of any Cure or non-monetary obligation, (y) the ability of the Reorganized Debtors or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be retained, assumed and/or assigned, or (z) any other matter pertaining to retention, assumption and/or assignment, Cure and/or resolution shall occur as soon as practicable following agreement of the parties or the entry of a Final Order resolving the dispute.

(b) Notwithstanding anything otherwise to the contrary, (i) nothing in this Plan constitutes or will be deemed to constitute a waiver or relinquishment of any right of the Debtors, Reorganized Debtors, Transferred Joint Venture Entities or Buyers to object to any Cure and/or proposed cure of non-monetary defaults and the Debtors, Reorganized Debtors, Transferred Joint Venture Entities and Buyers shall retain, reserve and be entitled to assert any objection or legal or equitable defense to any Cure or alleged default regarding non-monetary performance, and (ii) if a dispute relating to a Cure or alleged default regarding non-monetary performance remains unresolved or is resolved in a manner that the Debtors or Reorganized Debtors determine, in their sole discretion, does not promote the interests of the Debtors or the Reorganized Debtors (subject to any requirements and restrictions of the Purchase Agreements), then the Debtors, Reorganized Debtors or the Transferred Joint Venture Entities shall be entitled to reject the executory contract, unexpired lease or Rigas Agreement to which such dispute relates. Notwithstanding anything to the contrary, nothing in this Plan expands, limits or otherwise alters any obligations or liabilities of any Buyer or any Debtor with respect to Cure costs under the applicable Purchase Agreement.

(c) Each Buyer shall be entitled to assume and maintain control, on behalf of the Debtors, Reorganized Debtors or Transferred Joint Venture Entities, as the case may be, the litigation and settlement of any dispute to the extent provided in Section 5.11(d) of the Comcast Purchase Agreement and Section 5.13(d) of the TW Purchase Agreement.

(d) Except to the extent that different treatment has been agreed to by the non-Debtor party or parties to any executory contract or unexpired lease to be Assumed, retained, assumed and/or assigned pursuant to this Plan, no later than thirty (30) days prior to the date of the commencement of the Confirmation Hearing, the Debtors shall serve a notice ("Cure Notice") on each non-Debtor party to an executory contract or unexpired lease that the Debtors may, at any time, seek to retain, assume and/or assign. Pursuant to the Bankruptcy Court's order dated October 14, 2005 approving cure procedures (the "Cure Procedure Order"), the Cure Notice(s) will inform the counterparty to an executory contract or unexpired lease to be Assumed, retained, assumed and/or assigned of the Cure, and/or, to the extent required under the Bankruptcy Code, non-monetary performance, required to cure defaults under the applicable agreement. The non-Debtor parties to such executory contracts or unexpired leases shall have thirty (30) calendar days following service of the applicable Cure Notice to object ("Cure Objection") in writing to (i) the Cure or cure of non-monetary defaults proposed by the Debtors and to propose an alternative Cure or cure of non-monetary defaults and/or (ii) the proposed retention, assumption and/or assignment. In the event that no Cure Objection is timely filed, the applicable party shall be deemed to have consented to the proposed retention, assumption and/or assignment and the Cure and/or non-monetary cure proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, the Reorganized Debtors, the Transferred Joint Venture Entities, the Buyers and any assignee of the Debtors or the Buyers. If a Cure Objection is timely filed, the Bankruptcy Court shall hold a hearing to determine any Cure Objection not settled by the parties. In the event that a Cure Objection relating solely to the amount of a Cure remains unresolved on the Effective Date, notwithstanding the pendency of such Cure Objection the Debtors shall be entitled to consummate the retention, assumption and/or assignment of the executory contract or unexpired lease to which such Cure Objection relates if the Debtors deposit in escrow an amount with respect to such executory contract or unexpired lease equal to (x) the amount asserted as a Cure amount by the party or parties to the executory contracts or unexpired leases to be assumed and/or assigned or retained, or (y) such lesser amount (i) agreed to by the Debtors and the party or parties to such executory contracts or unexpired leases or (ii) determined by the Bankruptcy Court. If no timely Cure Objection is filed, upon the Effective Date, the Reorganized Debtors, the Transferred Joint Venture Entities, the Buyers and any assignee of the Debtors shall enjoy all of the rights and benefits under each executory contract or unexpired lease to be Assumed, retained, assumed and/or assigned, without the necessity of obtaining any party's written consent to the retention, assumption and/or assignment of such rights and benefits, and each such party shall be deemed to have waived any right to object, consent, condition or otherwise restrict any such retention, assumption and/or assignment. Notwithstanding anything otherwise to the contrary, at all times through the date that is the later of (x) the Effective Date and (y) five Business Days after the Bankruptcy Court enters an order resolving and fixing the

amount of a disputed Cure amount, or resolving any other dispute relating to a proposed retention, assumption and/or assignment of a contract or lease, the Debtors and Reorganized ACC shall be authorized to reject such executory contract or unexpired lease by notice to the non-debtor party to such executory contract or unexpired lease.

(e) Except as otherwise expressly provided by order of the Bankruptcy Court, the Assumption of the Comcast Contracts and TW Contracts pursuant to this Plan shall not be limited or prevented by any restriction on assignment or requirement to obtain the consent of any Person other than the Debtors or the Bankruptcy Court including, without limitation, under any Franchise agreement, executory contract, pole attachment agreement or other agreement (whether entered into before or after the Commencement Date) between any Debtor and any third party, or any law (including the common law), statute, rule or any other regulation otherwise applicable to any Debtor.

10.03. Rejection Damages Bar Date. If the rejection by the Debtors under this Plan of an unexpired lease or executory contract results in a Claim, then such Claim shall be forever barred and shall not be enforceable against the Debtors, the Reorganized Debtors, the Transferred Joint Venture Entities or such entities' properties unless a proof of claim is filed with the Bankruptcy Court and served upon counsel to the Debtors within 30 days after service of the earlier of (a) notice of the entry of the Confirmation Order or (b) other notice that the executory contract or unexpired lease has been rejected.

10.04. Corporate Reimbursement Obligations.

(a) Any prepetition indemnification obligations of the Debtors pursuant to their corporate charters and by-laws shall be limited to the reimbursement of legal fees and expenses for Indemnified Persons, and shall continue as obligations of the Reorganized Debtors and not of the Transferred Joint Venture Entities. Other than as set forth in the preceding sentence, nothing herein shall be deemed to be an assumption of any other prepetition indemnification obligation and any such obligations shall be rejected pursuant to the Plan; *provided, however* that nothing herein shall prejudice or otherwise affect any right available to current or former officers and directors of the Debtors (except for Excluded Individuals) under applicable insurance policies.

(b) From and after the Effective Date, the Reorganized Debtors shall, to the maximum extent permitted by applicable law, indemnify and hold harmless the Indemnified Persons for any action or inaction, taken or omitted to be taken, in good faith by the Indemnified Persons in connection with the conduct of the Chapter 11 Cases, including the formulation, negotiation, balloting, and implementation of this Plan. To the maximum extent permitted by applicable law, the Reorganized Debtors shall be obligated to advance the costs of defense to any Indemnified Person who was a director or officer of a Debtor in connection with any Cause of Action relating to the Chapter 11 Cases, and shall have the right, but not the obligation to advance the costs of defense to other Indemnified Persons. Any costs or expenses incurred by an Indemnified Person in successfully enforcing the provisions of this Section 10.04(b) shall also be indemnified by the Debtors to such Indemnified Person.

10.05. Retiree Benefits. On and after the Effective Date, pursuant to section 1129(a)(13) of the Bankruptcy Code, the Reorganized Debtors shall continue to pay all retiree benefits of the

Debtors (within the meaning of section 1114 of the Bankruptcy Code), if any, at the level established in accordance with section 1114 of the Bankruptcy Code, at any time prior to the Confirmation Date, for the duration of the period for which the Debtors had obligated themselves to provide such benefits (except with respect to any Excluded Individuals).

ARTICLE XI.

PROVISIONS REGARDING DISTRIBUTION COMPANY AND PLAN ADMINISTRATOR

11.01. Distribution Company and the Plan Administrator. Except with respect to the Transferred Joint Venture Entities:

(a) Corporate Governance. On the Effective Date, the existing officers and members of the Boards of Directors of the Debtors will resign or be terminated and the Plan Administrator (or individuals designated by the Plan Administrator) will be appointed, without any further action being required, as the sole officer and director of the Distribution Company and the other Debtors (or, with respect to non-corporate Debtors, be appointed to equivalent positions of authority). The executive officers and directors of TWC after the Effective Date shall be disclosed no later than 10 days prior to the date of the Confirmation Hearing.

(b) Plan Administrator. From and after the Effective Date, the Plan and the Reorganized Debtors will be administered and actions will be taken in the name of the Reorganized Debtors through the Plan Administrator and the Distribution Company. Subject to the terms and limitations contained in the Plan Administrator Agreement and this Plan, the Plan Administrator shall act for the Reorganized Debtors in a fiduciary capacity as applicable to a board of directors, and shall be entitled to exercise the rights and powers available to the Debtors or Reorganized Debtors hereunder.

(i) Powers and Duties. From and after the Effective Date, the duties and powers of the Plan Administrator shall include the following:

(A) to exercise all power and authority that may be exercised, commence all proceedings that may be commenced and take all actions that may be taken, by any officer, director or shareholder of the Distribution Company or the Reorganized Debtors with like effect as if authorized, exercised and taken by unanimous action of such officers, directors and shareholders, including the amendment of the certificate of incorporation and by-laws of the Distribution Company and the dissolution of Distribution Company;

(B) to continue to maintain accounts, make distributions and subject to Section 9.03, take other actions consistent with the Plan, including the establishment, re-evaluation, adjustment and maintenance of appropriate reserves or escrows required or advisable in connection with the Plan;

(C) to monitor and advise the Distribution Company, the Reorganized Debtors and the Contingent Value Vehicle with regard to the collection and, if necessary, liquidation, of all assets of the Reorganized Debtors;

(D) to compromise or settle any Claims (disputed or otherwise);

(E) to make decisions regarding the retention or engagement of professionals, employees and consultants;

(F) to pursue or defend Causes of Action (other than the Designated Litigation);

(G) to take such steps to safeguard the Distribution Company's funds or investments as the Plan Administrator, in his/her discretion, deems prudent;

(H) to provide written reports on a quarterly basis or such other information as may be reasonably requested by the Statutory Committees, cash receipts and disbursements, asset sales or other dispositions, Claims reconciliation and Plan distributions;

(I) to take all other actions not inconsistent with the provisions of this Plan which the Plan Administrator deems reasonably necessary or desirable in connection with satisfying any obligations of ACC under the Purchase Agreements;

(J) to operate and manage the Excluded Assets;

(K) to manage and administer indemnification claims under the Purchase Agreements;

(L) to manage and administer the TWC Class A Common Stock (other than the TWC Class A Common Stock held in the Transaction Escrows until such time, if any, as such stock is released to the Reorganized Debtors in accordance with the terms of the Transaction Escrow Agreements) pending its distribution in accordance with this Plan;

(M) to represent the Reorganized Debtors in transactions with the Contingent Value Vehicle;

(N) to take all other actions not inconsistent with the provisions of this Plan which the Plan Administrator deems reasonably necessary or desirable with respect to administering the Plan;

(O) to pay fees incurred pursuant to 28 U.S.C. § 1930(a)(6) and to file with the Bankruptcy Court and serve on the United States Trustee monthly financial reports until such time as a final decree is entered

closing these Cases or the Cases are converted or dismissed, or the Bankruptcy Court orders otherwise;

(P) to take all actions required under the Purchase Agreements, and to take all actions necessary or appropriate to enforce the Debtors' rights under the Sale Transaction Documents; and

(Q) to make all determinations on behalf of ACC under the Purchase Agreements including with respect to any purchase price adjustments pursuant to Section 2.8(f) of the Comcast Purchase Agreement or Section 2.6(f) of the TW Purchase Agreement, indemnification pursuant to Article VII of each Purchase Agreement, and granting any waivers or consents.

(ii) Resignation, Death or Removal. The Plan Administrator may resign at any time upon written notice to the Reorganized Debtors and the Bankruptcy Court, and any party in interest may apply to the Bankruptcy Court at any time to remove the Plan Administrator upon a showing of cause or that such removal is otherwise appropriate. In the event of any such resignation or removal, or the death or incapacity of a Plan Administrator, the Contingent Value Vehicle Board shall appoint a new Plan Administrator and shall obtain Bankruptcy Court approval of such appointment, which approval may be obtained prior to or as soon as reasonably practicable after such appointment. No successor Plan Administrator hereunder shall in any event have any liability or responsibility for the acts or omissions of any of his/her predecessors. Every successor Plan Administrator appointed pursuant hereto shall execute, acknowledge and deliver to his/her predecessor an instrument in writing accepting such appointment hereunder, and thereupon such successor Plan Administrator, without any further act, shall become fully vested with all of the rights, powers, duties and obligations of his/her predecessor.

(c) From and after the Effective Date, the Plan Administrator shall cause the Debtors, the Reorganized Debtors and the Distribution Company to (i) comply with and perform any obligations to be complied with or performed by ACC under the Purchase Agreements and the Sale Transaction Documents, and (ii) obtain directors' and officers', and employee errors and omissions, insurance coverage, appropriate in term and amount, for the Reorganized Debtors and the Distribution Company and their respective directors and officers.

ARTICLE XII.

EFFECT OF CONFIRMATION

12.01. Binding Effect. From and after the Confirmation Date, but subject to the occurrence of the Effective Date, this Plan shall be binding and inure to the benefit of the Debtors, all present and former holders of Claims and Equity Interests, and their respective assigns, including the Reorganized Debtors.

12.02. Obligations Under the Purchase Agreements. To the extent any obligations of any of the Debtors under the Purchase Agreements are transferred or assigned to, or assumed by, any successor to (or assignee of) the Debtors, including the Reorganized Debtors, the Contingent Value Vehicle and the Distribution Company, (i) such obligations shall be fully enforceable against such successor or assignee and (ii) to the extent provided in the Purchase Agreements, such obligations shall remain fully enforceable against the Debtors, or the Reorganized Debtors, as the case may be, on a joint and several basis; provided that, no such obligation shall be transferred or assigned to, or assumed by, the Transferred Joint Venture Entities.

12.03. Vesting of Assets. Upon the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all Designated Litigation shall vest in the Contingent Value Vehicle, free and clear of all Claims, Liens, encumbrances, charges, and other interests, except as otherwise provided herein (including under Section 6.02(a) of this Plan) or in the Confirmation Order. All Purchased Assets shall vest in accordance with the terms of the applicable Sale Transaction Documents free and clear of all Encumbrances other than Permitted Encumbrances and, in the case of the Delayed Transferred Assets, subject to Section 2.13 of the Comcast Purchase Agreement and Section 2.11 of the TW Purchase Agreement, as applicable. Except as required by Section 2.7 of the Comcast Purchase Agreement and Section 2.5 of the TW Purchase Agreement, upon the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all proceeds of the Sale Transactions shall vest in the Distribution Company, and all Excluded Assets shall revest in the applicable Reorganized Debtor, in each case free and clear of all Claims, Liens, encumbrances, charges, and other interests, except (i) as otherwise provided herein (including under Section 6.02(a)) or in the Confirmation Order and (ii) the Debtors may provide in the Confirmation Order that such vesting and revesting shall, without any action by any party, be deemed to vest in trust for the benefit of those entitled to distributions pursuant to the Plan. From and after the Effective Date, the Reorganized Debtors, Transferred Joint Venture Entities and the Contingent Value Vehicle, as applicable, shall continue to operate their businesses (including the continued operation of the Excluded Assets and, if applicable, the cable business of Century/ML Cable Venture, the implementation of this Plan, the administration and distribution of the Debtor Group Reserves and Transaction Escrows to be maintained hereunder, and the management and resolution of any disputes and liabilities expressly provided to continue pursuant to this Plan) and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending cases under any chapter or provision of the Bankruptcy Code, except as provided herein. Without limiting the foregoing, pursuant to section 1123(b)(3) of the Bankruptcy Code, except for (w) Designated Litigation, which shall be transferred to the Contingent Value Vehicle, (x) any Causes of Action expressly waived by the Debtors pursuant to the terms of this Plan and (y) any Retained Claims (which shall be retained or transferred, as applicable, in accordance with the Comcast Purchase Agreement) and (z) any Causes of Action included in the Purchased Assets (which shall be retained or transferred, as applicable, in accordance with the applicable Sale Transaction Documents), the Reorganized Debtors shall retain and shall have the exclusive right, in their discretion, subject to Section 5.11(d) of the Comcast Purchase Agreement and Section 5.13(d) of the TW Purchase Agreement, to enforce against any Person any and all Causes of Action of the Debtors, including all Avoidance Actions (other than those Avoidance Actions described in the definition of Designated Litigation which shall be transferred to the Contingent Value Vehicle). The resolution of such Avoidance Actions (other than those Avoidance Actions included in the definition of Designated Litigation which shall be transferred to the Contingent

Value Vehicle) not resolved as of the Confirmation Date will be the responsibility of the Plan Administrator.

12.04. Discharge of the Debtors and of Claims and Termination of Equity Interests. Upon the Effective Date and in consideration of the rights afforded in this Plan and the payments and distributions to be made hereunder, except as otherwise provided herein or in the Confirmation Order, each holder (as well as any trustees and agents on behalf of each holder) of a Claim or Equity Interest and any affiliate of such holder shall be deemed to have forever waived, released, and discharged the Debtors of and from any and all Liens, Claims, Equity Interests, Liabilities, Encumbrances, rights, and Liabilities that arose prior to the Effective Date of any kind, nature, or description whatsoever, including any accrued interest including holders of Existing Securities Law Claims, who, in exchange for the treatment afforded to such Claims and Equity Interests under this Plan, shall be deemed to have granted, and shall grant to the Debtors the waiver, release and discharge described in this Section 12.04. Except as otherwise provided herein, upon the Effective Date, all such holders of Liens, Claims, Liabilities, Encumbrances and Equity Interests and their affiliates shall be forever precluded and enjoined, pursuant to sections 105, 524, 1141 of the Bankruptcy Code, from prosecuting or asserting any discharged Lien, Claim, Liability or Encumbrance against or terminated Equity Interest in the Debtors, Reorganized Debtors, Distribution Company, the Buyers or the Transferred Joint Venture Entities, or against any of their assets or properties, any other or further Claim, Liabilities, Encumbrances or Equity Interest based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a proof of Claim or proof of Equity Interest. Nothing in this Section 12.04 shall limit or qualify the release of Encumbrances set forth in Section 12.12 hereof.

12.05. Term of Pre-Confirmation Injunctions or Stays. Unless otherwise provided in this Plan, the Confirmation Order, or a separate order from the Bankruptcy Court, all injunctions or stays arising under or entered during the Chapter 11 Cases in accordance with sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, (i) shall remain in full force and effect until the later of the Effective Date and the date indicated in such applicable order, and (ii) with respect to all proceeds of the Sale Transactions and Excluded Assets, shall remain in effect until, and for purposes of enjoining any action interfering with, the distribution of such proceeds pursuant to the terms of the Plan.

12.06. Injunction Against Interference with Plan. Without limiting the Buyers' rights and obligations under the Sale Transaction Documents, upon the entry of the Confirmation Order, all holders of Claims and Equity Interests and other parties in interest, along with their respective present or former affiliates, employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan (including the Sale Transactions).

12.07. Injunction. Without limiting the Buyers' rights and obligations under the Sale Transaction Documents, except as otherwise expressly provided in this Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Liens, Claims, Liabilities or Encumbrances against or Equity Interests in, any or all of the Debtors, along with their respective present or former employees, agents, officers, directors, or principals, are permanently enjoined, with respect to

any such Liens, Claims, Liabilities or Encumbrances or Equity Interests, as of the Confirmation Date but subject to the occurrence of the Effective Date, from (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Reorganized Debtors, the Plan Administrator, the Distribution Company, the Contingent Value Vehicle, the Buyers (or their Affiliates) or the Purchased Assets or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (b) enforcing, levying, attaching (including any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, the Reorganized Debtors, the Plan Administrator, the Distribution Company, the Contingent Value Vehicle, the Buyers, the Transferred Joint Venture Entities or the Purchased Assets or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (c) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Reorganized Debtors, the Plan Administrator, the Distribution Company, the Contingent Value Vehicle, the Buyers (or their Affiliates), the Transferred Joint Venture Entities or the Purchased Assets or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (d) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan to the full extent permitted by applicable law; (e) taking any actions to interfere with the implementation or consummation of this Plan or the Sale Transactions; and (f) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of this Plan, such as commencing or continuing in any manner any action or other proceeding of any kind with respect to any Claims and Causes of Action which are extinguished or released pursuant to this Plan; *provided, however*, that nothing contained herein shall preclude such Persons from exercising their rights arising under and consistent with the terms of this Plan.

12.08. Releases.

(a) ***Releases by the Debtors.** Except as otherwise provided in this Plan or the Confirmation Order, as of the Effective Date, the Debtors and Reorganized Debtors, in their individual capacities and as Debtors-in-Possession, shall be deemed to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities (other than the rights of the Debtors or the Reorganized Debtors to enforce this Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder or the Sale Transaction Documents) whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, which are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the parties released pursuant to this Section 12.08, the Chapter 11 Cases, this Plan or the Disclosure Statement, and that could have been asserted by or on behalf of the Debtors, or the Reorganized Debtors, whether directly, indirectly,*

derivatively or in any representative or any other capacity, against the following Persons (the “Released Parties”): (i) the current officers and employees of the Debtors, except for any claim for money borrowed from or owed to the Debtors or its subsidiaries by any such directors, officers or employees; (ii) any current and former directors and officers of the Debtors, in each case who were first appointed after the Commencement Date; (iii) the Debtors’ Professionals, and their respective affiliates and current and former officers, partners, directors, employees, agents, members, shareholders, advisors (including any attorneys, financial advisors, investment bankers and other professionals retained by such Persons); (iv) the DIP Agent in its capacity as such (v) the Statutory Committees and their members in their capacity as such, and their respective affiliates and current and former officers, partners, directors, employees, agents, members, shareholders, advisors (including any attorneys, financial advisors, investment bankers and other professionals retained by such Persons), and professionals of the foregoing, in each case acting in such capacity; and (vi) except with respect to the Designated Litigation, the Indenture Trustees and their respective affiliates and current and former officers, partners, directors, employees, agents, members, shareholders, advisors (including any attorneys, financial advisors, investment bankers and other professionals retained by such Persons), and professionals of the foregoing, in each case acting in such capacity; provided, however, that in no event shall (w) anything in this Section be construed as a release of any Person from claims of the insurer under the Debtors’ directors’ and officers’ insurance policy for a return of advanced costs or from claims that such insurance policies have been rescinded, (x) any Excluded Individuals be Released Parties and no Excluded Individuals shall receive or be deemed to receive any release under this Plan, (y) any release granted hereunder affect the rights and remedies of the Debtors, the Reorganized Debtors, the Contingent Value Vehicle or the Contingent Value Vehicle Trustee with respect to the Designated Litigation or (z) anything in this Section be construed as a release of any Person’s fraud or willful misconduct.

(b) Releases by Holders of Claims and Equity Interests. Except as otherwise provided in this Plan or the Confirmation Order, on the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, all holders of Claims and Equity Interests, in consideration for the obligations of the Debtors and the Reorganized Debtors under this Plan, the Sale Transaction Documents, and other contracts, instruments, releases, agreements or documents executed and delivered in connection with this Plan and the Sale Transaction Documents, and each entity (other than the Debtors) that has held, holds or may hold a Claim or Equity Interest, as applicable, will be deemed to have consented to this Plan for all purposes and the restructuring embodied herein and deemed to forever release, waive and discharge all claims, demands, debts, rights, causes of action or liabilities (other than the right to enforce the obligations of any party under this Plan and the contracts, instruments, releases, agreements and documents delivered under or in connection with this Plan), including as a result of this Plan being consummated, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or after the

Commencement Date to and including the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, this Plan or the Disclosure Statement against the following Persons (the “Third Party Releasees”): (i) the Debtors, provided that the release of the Debtors shall extend to any act or omission, transaction, event or other occurrence taking place at any time on or prior to the Effective Date; (ii) the current directors, officers and employees of the Debtors; (iii) any former directors and officers of the Debtors who were first appointed after the Commencement Date; (iv) the Debtors’ Professionals, and their respective affiliates and current and former officers, partners, directors, employees, agents, members, shareholders, advisors (including any attorneys, financial advisors, investment bankers and other professionals retained by such Persons); and (v) the Statutory Committees and their members, and their respective affiliates and current and former officers, partners, directors, employees, agents, members, shareholders, advisors (including any attorneys, financial advisors, investment bankers and other professionals retained by such Persons), and professionals of the foregoing, in each case acting in such capacity. Notwithstanding the foregoing, in no event shall (v) anything in this Section be construed as a release of any Person from claims of the insurer under the Debtors’ directors and officers insurance policy for a return of advanced costs or from claims that such insurance policies have been rescinded, (w) any Excluded Individuals be Third Party Releasees, (x) any release granted hereunder affect the rights and remedies of the Debtors, the Reorganized Debtors, the Contingent Value Vehicle or the Contingent Value Vehicle Trustee with respect to the Designated Litigation, (y) any release granted in this Section (or any related injunction granted pursuant to Section 12.10 hereof) release or be deemed to release those prior or existing defendants in the Securities Class Action, who shall be identified on a schedule that shall be filed as part of the Plan Supplement, from claims asserted against such defendants in the Securities Class Action or (z) anything in this Section be construed as a release of any Person’s (other than a Debtor’s) fraud or willful misconduct.

(c) Notwithstanding anything to the contrary, (i) except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, the releases provided for in this Section 12.08 shall not release any non-Debtor entity from any liability arising under: (x) the Tax Code or any state, city or municipal tax code; (y) the environmental laws of the United States or any state, city or municipality; or (z) any criminal laws of the United States or any state, city or municipality; and (ii) the releases provided in this Section 12.08 shall not release: (x) any non-Debtor entity from any liability arising under the securities laws of the United States; (y) any Excluded Individual from any liability whatsoever; or (z) any defendant in any Designated Litigation from any liability in connection therewith.

(d) Notwithstanding anything otherwise to the contrary, no provision of this Plan or of the Confirmation Order, including any release or exculpation provision, shall modify, release or otherwise limit the liability of any Person not specifically released hereunder, including any Managed Entity or any Person that is a co-obligor or joint tortfeasor of a Released Party or Third Party Releasee, that otherwise is liable under theories of vicarious or other derivative liability, or that is or becomes the subject

of any claim asserted by the Contingent Value Vehicle Trustee (including any defendant in any Designated Litigation).

12.09. Exculpation and Limitation of Liability. None of the Debtors, Buyers (in their capacity as such), the Reorganized Debtors, the Transferred Joint Venture Entities, the Plan Administrator, the Distribution Company, the Statutory Committees and their members, or any of their respective current or former members, partners, officers, directors, employees, advisors, professionals, affiliates, or agents and advisors of any of the foregoing (including any attorneys, financial advisors, investment bankers and other professionals retained by such Persons, but solely in their capacities as such), the Indenture Trustees to the extent acting pursuant to Section 8.08 hereof, and the Bank Agents to the extent acting pursuant to Section 8.09 hereof, shall have or incur any liability to any holder of any Claim or Equity Interest for any act or omission in connection with, related to, or arising out of, without limitation, the Chapter 11 Cases, the negotiation and execution of this Plan, the Disclosure Statement, the Purchase Agreements and Sale Transactions, the solicitation of votes for and the pursuit of confirmation of this Plan, the consummation of this Plan, or the administration of this Plan, the Purchase Agreements, the Sale Transactions and the property to be distributed under this Plan, including all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition activities leading to the promulgation and confirmation of this Plan except fraud, willful misconduct or gross negligence as determined by a Final Order of the Bankruptcy Court. The foregoing parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under this Plan. Nothing in this Section 12.09 shall (i) be construed as a release of any entity's fraud, gross negligence or willful misconduct with respect to matters set forth in this Section 12.09, (ii) limit the liability of attorneys for the Debtors, the Reorganized Debtors, the Statutory Committees and their members and the Indenture Trustees to their respective clients pursuant to DR 6-102 of the Code of Professional Responsibility or (iii) limit or abrogate the obligations of the Debtors or the Buyers to one another under the Sale Transaction Documents.

12.10. Injunction Related to Releases and Exculpation. The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any Claims (except for Assumed Sale Liabilities), obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to this Plan, including the Claims (except for Assumed Sale Liabilities), obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released in Sections 12.08 and 12.09 of this Plan.

12.11. Termination of Subordination Rights and Settlement of Related Claims. Except as provided herein (including in connection with the Inter-Creditor Dispute), the classification and manner of satisfying all Claims and Equity Interests and the respective distributions and treatments under the Plan take into account or conform to the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code or otherwise, and any and all such rights are settled, compromised and released pursuant to this Plan. The Confirmation Order shall permanently enjoin, effective as of the Effective Date, all Persons from enforcing or attempting to enforce any such contractual, legal and equitable rights satisfied, compromised and settled

pursuant to this Article XII (which, for the avoidance of doubt, excludes the claims pending in connection with the Inter-Creditor Dispute if the Inter-Creditor Dispute Resolution has not occurred by the Confirmation Date).

12.12. Release of Liens.

(a) Each Encumbrance, other than a Permitted Encumbrance (excluding a Permitted Encumbrance securing a financial obligation that is not an Assumed Sale Liability), including Encumbrances securing: (x) any DIP Lender Claim, Secured Tax Claim or Other Secured Claim; (y) any Claim that is purportedly secured; and/or (z) any judgment, personal property or ad valorem tax, or other tax of any kind or character, mechanics' or similar lien Claim, in each case regardless of whether such Claim is an Allowed Claim, shall, regardless of whether such Claim has been scheduled or proof of such Claim has been filed:

(i) if such Encumbrance is on an Excluded Asset and secures a Secured Tax Claim or Other Secured Claim, such Encumbrance shall upon payment of the consideration set forth in Section 4.02 or 4.03, as the case may be, automatically, and without further action by the Debtors or the Reorganized Debtors, be deemed released;

(ii) in all other cases, such Encumbrance shall automatically, and without further action by the Debtors or the Reorganized Debtors, be deemed released immediately upon the occurrence of the Effective Date; provided, however, that in the case of Purchased Assets, any Lien in favor of the holder of a Secured Tax Claim or Other Secured Claim shall automatically attach (in the same order of priority as existed with respect to such Claim and/or Lien, and subject to any rights, Claims or defenses the Debtors or Reorganized Debtors may have with respect to such Claim and/or Lien) to the net proceeds of the sale of the property that secured such Claim until such time as such Secured Tax Claim or other Secured Claim is satisfied as set forth in Section 4.02 or 4.03, as applicable, at which time such Claim and/or Lien shall automatically, and without further action by the Debtors or Reorganized Debtors, be deemed released; and

(b) the holder of any such Encumbrance shall execute such documents and instruments as the Plan Administrator, Distribution Company, the Reorganized Debtors, or, with respect to Purchased Assets, the applicable Buyer, as the case may be, require to evidence such Claim holder's release of such property or Lien, and if such holder refuses to execute appropriate documents or instruments, the Debtors, the Plan Administrator, Distribution Company or the Reorganized Debtors (as applicable) or Buyers may, in their discretion, file a copy of the Confirmation Order in the appropriate recording office, which shall serve to release any Claim holder's rights in such property; and

(c) on the Effective Date, except as expressly provided in Section 12.12(a)(i) hereof, all right, title and interest in property subject to an Encumbrance immediately prior to the Effective Date shall revert or be transferred to the respective Reorganized Debtors or the Distribution Company, or, with respect to the Purchased Assets, to the

Buyers (or, if applicable, retained by the applicable Transferred Joint Venture Entity), as applicable, free and clear of all Claims and interests, including Liens, escrows, charges, pledges, Encumbrances and/or security interests of any kind except, in the case of the Buyers or the Transferred Joint Venture Entities, for Permitted Encumbrances (excluding Permitted Encumbrances securing financial obligations that are not Assumed Sale Liabilities).

12.13. Retention of Causes of Action/Reservation of Rights.

(a) Except as specifically provided herein, nothing contained in this Plan or the Confirmation Order shall be deemed to be a waiver or the relinquishment of any rights, Claims or Causes of Action that the Debtors may have or which a Reorganized Debtor (or the Statutory Committees to the extent a Statutory Committee has been authorized to act on the Debtors' behalf) may choose to assert on behalf of the Reorganized Debtors or itself in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law, including (i) any and all Claims against any Person, to the extent such Person asserts a crossclaim, counterclaim, and/or Claim for setoff which seeks affirmative relief against a Debtor, a Reorganized Debtor, or any of their officers, directors, or representatives; (ii) the avoidance of any transfer by or obligation of the Reorganized Debtors or the Debtors or the recovery of the value of such transfer; (iii) the turnover of any property of the Reorganized Debtors; and/or (iv) Claims against other third parties, including those parties listed on a schedule in the Plan Supplement.

(b) Nothing contained in this Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any claim, Cause of Action, right of setoff, or other legal or equitable defense that a Debtor had immediately prior to the Commencement Date, against or with respect to any Claim left unimpaired by this Plan. The Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff, or other legal or equitable defenses which the Debtors had immediately prior to the Commencement Date as fully as if the Chapter 11 Cases had not been commenced, and all of the Reorganized Debtors' legal and/or equitable rights respecting any Claim left unimpaired by this Plan may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Cases had not been commenced; provided that, with respect to any such Claims, Causes of Action, rights of setoff, or other legal or equitable defenses that are Purchased Assets, such Claims, Causes of Action, rights of setoff, or other legal or equitable defenses shall be transferred to the applicable Buyer or retained by the applicable Transferred Joint Venture Entity, as the case may be and the applicable Buyer or Transferred Joint Venture Entity shall be entitled to assert all such claims, Causes of Action, rights of setoff, or other legal or equitable defenses which the Debtors had in connection with such Purchased Assets immediately prior to the Commencement Date as fully as if the Chapter 11 Cases had not been commenced, and all of the Buyers' or Transferred Joint Venture Entities' legal and/or equitable rights respecting any Claim left unimpaired by this Plan may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Cases had not been commenced.

12.14. Subrogation. This Plan contemplates distributions with respect to Allowed Bank Claims in amounts estimated to result in satisfaction in full of such Allowed Claims. In recognition of this treatment, the applicable Reorganized Debtors shall have the option to be subrogated, without the necessity of the execution and/or delivery of any document or instrument other than a written notice filed with the Bankruptcy Court, to all of the rights and remedies of the Bank Lenders arising in connection with the Bank Claims or otherwise under the Prepetition Credit Agreements with respect to the Managed Entities and any equity securities in the Managed Entities. In connection with such subrogation, the Bank Lenders shall be deemed to have assigned all of their rights against and liens and security interests in and to the Managed Entities and any equity securities in the Managed Entities to the Reorganized Debtors as of the Effective Date, free and clear of any Liens, competing claims or encumbrances, and shall deliver to the Debtors all collateral relating to the Managed Entities in which the collateral agents under the Prepetition Credit Agreements, for the benefit of the Bank Lenders, have any rights, including any evidence of any liens and security interests in the Managed Entities and any equity securities in the Managed Entities. Notwithstanding the foregoing, the agents under the Prepetition Credit Agreements, for the benefit of the Bank Lenders, and/or the Bank Lenders shall execute and/or deliver such documents and instruments as reasonably requested by the Debtors to evidence the subrogation provided by this Section 12.14 or as otherwise directed by the Bankruptcy Court to evidence or give effect to such subrogation.

12.15. Reservation of Litigation Rights. The terms of this Plan and the Confirmation Order shall not have the effect of (a) creating or eliminating any right to a trial by jury for any claim or cause of action asserted in any Designated Litigation, including in any Bank Action, or (b) impairing or prejudicing in any respect any Bank Lender's right to assert any Defensive Claims and/or Bank Third Party Claim or the Contingent Value Vehicle's right to assert any Estate Defenses.

ARTICLE XIII.

CONDITIONS PRECEDENT

13.01. Conditions to Confirmation. The following are conditions precedent to confirmation of this Plan that may be satisfied or waived (subject to any applicable restrictions or rights of the Buyers under the Sale Transaction Documents) in accordance with Section 13.04 of this Plan:

- (a) the Bankruptcy Court shall have approved the Disclosure Statement with respect to this Plan in an order in form and substance acceptable to the Debtors, in their sole and absolute discretion;
- (b) the Confirmation Order shall be in form and substance acceptable to the Debtors, in their sole and absolute discretion;
- (c) the Bankruptcy Court shall have approved the Sale Transactions at or prior to the Confirmation Hearing and the related Sale Order shall be satisfactory to the Debtors in their sole and absolute discretion;

(d) the Adelphia-Rigas Settlement Agreement and the Government Settlement Agreements shall have been approved by the Bankruptcy Court, which approval shall not have been stayed, and shall remain in full force and effect;

(e) the Settlement Allocation Order shall have been entered, shall not have been stayed and shall remain in full force and effect;

(f) the Subsidiary Notes Existing Securities Law Claims less the portion of the Restitution Fund available to the holders of such Claims shall have been either (x) fixed and Allowed in an aggregate amount not greater than \$50,000,000 or (y) estimated pursuant to the Estimation Order in an aggregate amount not to exceed such amount;

(g) in each case subject to the occurrence of the Effective Date, to the extent necessary or appropriate, the Plan Documents to be entered into (rather than assumed) by the Reorganized Debtors shall have been entered and delivered, all actions, documents, and agreements necessary to implement the Plan shall have been effected or executed and the Debtors shall have received all material authorizations, consents, regulatory approvals, rulings, letters, no-action letters, opinions, or documents that are reasonably necessary to implement the Plan and that are required by law, regulation, or order.

13.02. Effectiveness. The Plan shall not become effective unless and until the following conditions shall have been satisfied or waived (subject to any applicable restrictions or rights of the Buyers under the Sale Transaction Documents) pursuant to Section 13.04 of this Plan:

(a) the Sale Transaction Closing shall have occurred or shall contemporaneously occur; and

(b) the material transactions to be performed on or prior to the Effective Date under the Government Settlement Agreements shall have been consummated in accordance with their terms.

13.03. Failure of Conditions. In the event the Purchase Agreements are, or, if the Comcast Purchase Agreement is terminated giving rise to the TW Expanded Transaction, the TW Purchase Agreement is, terminated in accordance with their respective terms, in either case, after the entry of the Confirmation Order, (i) the Confirmation Order shall be vacated immediately after such termination, (ii) no distributions under the Plan shall be made, (iii) the Debtors and all holders of Claims and Equity Interests shall be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date as though the Confirmation Date never occurred, and (iv) the Debtors' obligations with respect to Claims and Equity Interests shall remain unchanged and nothing contained herein shall constitute or be deemed a waiver or release of any Claims or Equity Interests by or against the Debtors or any other Person or to prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors.

13.04. Waiver of Conditions. The Debtors, in their sole discretion (but after consultation with the Creditors' Committee) and to the extent not prohibited by applicable law, and, without limiting any applicable restrictions or rights of the Buyers under the Sale Transaction

Documents, may waive one or more of the conditions precedent (i) to effectiveness of the Plan set forth in Section 13.02 hereof in whole or part, upon five Business Days' Notice to the Bankruptcy Court, Statutory Committees and any parties in interest without a hearing or (ii) to confirmation of the Plan set forth in Section 13.01 hereof prior to the Confirmation Date without any hearing. The failure to satisfy or waive any condition to the Confirmation Date or the Effective Date may be asserted by the Debtors in their sole discretion (without limiting or restricting any applicable rights of the Buyers under the Sale Transaction Documents) regardless of the circumstances giving rise to the failure of such conditions to be satisfied (including any action or inaction by the Debtors in their sole discretion). The failure of the Debtors in their sole discretion to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

ARTICLE XIV.

RETENTION OF JURISDICTION

14.01. Scope of Bankruptcy Court Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of, and related to, the Chapter 11 Cases and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

- (a) To hear and determine pending applications for the assumption, assumption and assignment or rejection of executory contracts or unexpired leases and the allowance of cure amounts and Claims resulting therefrom or from the assumption, assumption and assignment or rejection of executory contracts or unexpired leases pursuant to this Plan;
- (b) To hear and determine any and all adversary proceedings, applications, and contested matters, and to order appropriate relief in connection therewith (including issuance and/or enforcement of releases);
- (c) To hear and determine any objection to Administrative Expense Claims, Claims or Equity Interests;
- (d) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated;
- (e) To issue such orders in aid of execution and consummation of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;
- (f) To consider any amendments to, or modifications of, the Plan and the Plan Supplement, and any dispute or controversy relating to execution, delivery or compliance with any document included in the Plan Supplement, and to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order;
- (g) To issue such orders in aid of execution and consummation of any Sale Transaction to be consummated in connection with the Plan;

- (h) To hear and determine all applications for compensation and reimbursement of expenses of professionals under sections 330, 331, and 503(b) of the Bankruptcy Code;
- (i) To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan (including in connection with the Sale Transactions, Debtor Group Reserves, Transaction Escrows and the Purchase Agreements);
- (j) To protect the Purchased Assets, the Buyers and the Transferred Joint Venture Entities from Claims against, or interference, with such property (except for any claims or interference resulting from an Assumed Sale Liability or Permitted Encumbrance), including actions to quiet or otherwise clear title to such property, and to determine the Reorganized Debtors' exclusive ownership of any property retained under the Plan or to resolve any dispute concerning (x) Liens, security interests or Encumbrances on any Purchased Assets or property of the Reorganized Debtors or (y) Claims against the Buyers (or their Affiliates) or Purchased Assets asserting successor liability;
- (k) To issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation, or enforcement of the Plan, any Sale Transaction to be consummated in accordance herewith, the Confirmation Order, or any other order of the Bankruptcy Court;
- (l) To recover all assets of the Debtors and property of the Debtors and Reorganized Debtors, wherever located, including the Managed Entities;
- (m) To hear and determine all matters related to the Contingent Value Vehicle, including: (i) the formation, operation and winding up of the Contingent Value Vehicle; (ii) the appointment and/or removal of a Contingent Value Vehicle Trustee or the appointment and/or removal of members of the Contingent Value Vehicle Board; and (iii) disputes concerning the administration of the Contingent Value Vehicle, payment of costs and expenses of the Contingent Value Vehicle, and distributions to Contingent Value Vehicle Holders;
- (n) To hear and determine matters concerning state, local, and federal taxes, including as provided by sections 346, 505, and 1146 of the Bankruptcy Code (including the expedited determination of tax under section 505(b) of the Bankruptcy Code);
- (o) To hear, determine and resolve any matters or disputes relating to the Debtors' or Reorganized Debtors' Franchises and any and all rights relating thereto;
- (p) To resolve any Disputed Claims or Equity Interests;
- (q) To determine the scope of any discharge of any Debtor under the Plan or the Bankruptcy Code;

- (r) To hear any other matter not inconsistent with the Bankruptcy Code; and
- (s) To enter a final decree closing the Chapter 11 Cases.

ARTICLE XV.

MISCELLANEOUS PROVISIONS

15.01. Effectuating Documents and Further Transactions. Without limiting or restricting any applicable rights of the Buyers under the Sale Transaction Documents, each of the Debtors and Reorganized Debtors is authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan and any securities issued pursuant to this Plan.

15.02. Corporate Action. On the Effective Date, all matters provided for under this Plan (including the authorization or consummation of the Sale Transaction) that would otherwise require approval of the stockholders, directors, members, managers or partners of one or more of the Debtors or Reorganized Debtors, including (i) the authorization to issue and/or deliver or cause to be issued and/or delivered the TWC Class A Common Stock, (ii) the effectiveness of the certificates of incorporation and by-laws of the Reorganized Debtors, (iii) all Restructuring Transactions, (iv) the election or appointment, as the case may be, of directors and officers of Reorganized ACC and the other Reorganized Debtors, (v) the authorization and approval of the Sale Transaction Documents, (vi) the execution of the Contingent Value Vehicle Agreement, the establishment of the Contingent Value Vehicle, the contribution of the Designated Litigation and the delivery of the and Contingent Value Vehicle Interests in accordance with the terms of this Plan; (vii) the qualification of Reorganized ACC or any of the Reorganized Debtors as a foreign corporation wherever the conduct of business by the Company requires such qualification, shall be deemed to have occurred and shall be in effect from and after the Effective Date pursuant to Section 303 of the Delaware General Corporation Law or other applicable law of the states in which the Debtors and the Reorganized Debtors are organized, without any requirement of further action by the stockholders, directors, members, managers, or partners of the Debtors or Reorganized Debtors. On the Effective Date, or as soon thereafter as is practicable, Reorganized ACC and the Reorganized Debtors shall, if required, file their amended certificates of incorporation with the Secretary of State of the state in which each such entity is (or will be) incorporated, in accordance with the applicable general corporation law of each such state.

15.03. Exemption from Transfer Taxes. Pursuant to section 1146(c) of the Bankruptcy Code, the transfer of assets pursuant to the Sale Transaction, the Restructuring Transactions, the issuance, transfer, or exchange of notes or equity securities under the Plan, the creation of any mortgage, deed of trust, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan (including the transfer of the Purchased Assets in connection with any Sale Transactions), including any merger agreements or agreements of consolidation, deeds, bills of sale, or assignments executed in connection with any of the transactions contemplated under the Plan, shall constitute a "transfer under a plan" and shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax. All sale

transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Commencement Date through and including the Effective Date, including the transfers effectuated under this Plan, the sale by the Debtors of owned property pursuant to section 363(b) of the Bankruptcy Code, and the assumption, assignment, and sale by the Debtors of unexpired leases of non-residential real property pursuant to section 365(a) of the Bankruptcy Code, shall be deemed to have been made under, in furtherance of, or in connection with this Plan and, thus, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

15.04. Payment of Statutory Fees. On the Effective Date, and thereafter as may be required, the Debtors and/or Reorganized Debtors, as applicable, shall pay all fees payable pursuant to section 1930 of chapter 123 of title 28 of the United States Code through the entry of a final decree closing the applicable Debtors' and Reorganized Debtors' cases.

15.05. Post-Effective Date Fees and Expenses. From and after the Effective Date, Reorganized ACC and the Reorganized Debtors shall, in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court, pay the reasonable fees and expenses of professional Persons thereafter incurred by Reorganized ACC and the Reorganized Debtors, including those fees and expenses incurred in connection with the implementation and consummation of this Plan.

15.06. Dissolution of the Committees. The Statutory Committees and the Fee Committee shall terminate on the Effective Date, except that (a) the Statutory Committees and the Fee Committee may evaluate, object to (if necessary), and appear at the hearing to consider applications for final allowances of compensation and reimbursement of expenses, including applications for compensation or reimbursement under section 503 of the Bankruptcy Code, and support or prosecute any objections to such applications, if appropriate and (b) the Creditors' Committee shall continue solely for the purpose of (i) monitoring the Plan Administrator, the Distribution Company and the Reorganized Debtors, (ii) ensuring that distributions take place in accordance with the Plan, and (iii) monitoring the Contingent Value Vehicle Board on behalf of the beneficiaries of CVV Interests. The Post-Effective Date professional fees of the Creditors' Committee and the Fee Committee for the services set forth in the preceding sentence shall be paid by the Contingent Value Vehicle from the Litigation Prosecution Fund.

15.07. Plan Supplement. Forms of the Reorganized ACC Certificate of Incorporation, the Reorganized ACC By-laws, the forms of certificates of incorporation and by-laws or other applicable forms of organizational documents of each of the other Reorganized Debtors, Schedules 10.01(a) and 10.01(b) referred to in Section 10.01 of this Plan, the principal Sale Transaction Documents, the Contingent Value Vehicle Agreement and any other appropriate documents shall be contained in the Plan Supplement and filed with the Clerk of the Bankruptcy Court at least 25 days prior to the Voting Deadline; *provided, however*, that the Debtors may amend (A) Schedules 10.01(a) and 10.01(b) through and including the Confirmation Date and (B) each of the other documents contained in the Plan Supplement through and including the Effective Date that is not inconsistent with this Plan. Upon its filing with the Bankruptcy Court, the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal court hours. Holders of Claims or Equity Interests may obtain a copy of the Plan Supplement on the Debtors' independent website at www.adelphia.com.

15.08. Amendment or Modification of this Plan. Subject to any applicable restrictions or requirements under the Purchase Agreements, alterations, amendments, or modifications of or to the Plan (including to provide for treatment different than that set forth herein with respect to any class of Claim or Equity Interest, including impairment of Classes that are unimpaired hereunder, any amendment that transfers one or more Debtors to different Debtor Groups, or that eliminates one or more Debtor Groups from participation under the Plan) may be proposed in writing by the Debtors at any time prior to the Confirmation Date, provided that the Plan, as altered, amended, or modified, satisfies the conditions of sections 1122 and 1123 of the Bankruptcy Code, and the Debtors shall have complied with section 1125 of the Bankruptcy Code. Subject to any applicable restrictions or requirements on the Debtors under the Purchase Agreements, this Plan may be altered, amended, or modified at any time after the Confirmation Date and before substantial consummation, provided that this Plan, as altered, amended, or modified, satisfies the requirements of sections 1122 and 1123 of the Bankruptcy Code and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as altered, amended, or modified, under section 1129 of the Bankruptcy Code and the circumstances warrant such alterations, amendments, or modifications. A holder of a Claim or Equity Interest that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended, or modified, if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of the Claim or Equity Interest of such holder.

15.09. Revocation or Withdrawal of this Plan. Without limiting or restricting any applicable rights of the Buyers under the Sale Transaction Documents, the Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date in whole or in part. If the Debtors revoke or withdraw the Plan prior to the Effective Date, then this Plan shall be deemed null and void. If the TW Purchase Agreement or the Comcast Purchase Agreement is terminated (except for any termination of the Comcast Purchase Agreement giving rise to TW NY's obligation to effect the TW Expanded Transaction), this Plan shall automatically and immediately following such termination be revoked and withdrawn, and shall be deemed null and void and of no force and effect, and the result shall be the same as if the Confirmation Order had not been entered and the Effective Date did not occur. In the event of any such waiver or revocation, nothing contained herein shall constitute or be deemed a waiver or release of any Claims by or against the Debtors or any other Person or to prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors.

15.10. Confirmation Order. The Confirmation Order shall, and is hereby deemed to, ratify all transactions effected by the Debtors during the period commencing on the Commencement Date and ending on the Confirmation Date except for any acts constituting willful misconduct, gross negligence, recklessness or fraud.

15.11. No Release of Joint Tortfeasor in the Designated Litigation. Nothing contained in this Plan, including the release and exculpation provided for in Article XII and the limitations on impleader and Defensive Claims in Section 7.03, shall be deemed to constitute a release of a joint tortfeasor or joint obligor for purposes of calculating the liability of any defendant in the Designated Litigation.

15.12. Severability. If, prior to the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the

Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

15.13. Expedited Tax Determination. The Reorganized Debtors may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, such Debtors or Reorganized Debtors for all taxable periods through the Effective Date.

15.14. Governing Law. Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit or schedule hereto or in the Plan Supplement provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to any contrary result otherwise required under applicable choice or conflict of law rules.

15.15. Binding Effect. The Plan shall be binding upon and inure to the benefit of the Debtors, the holders of Claims and Equity Interests, and their respective successors and assigns, including the Reorganized Debtors and the Transferred Joint Venture Entities.

15.16. Exhibits/Schedules. All exhibits and schedules to the Plan, including the Plan Supplement, are incorporated into and are a part of the Plan as if set forth in full herein.

15.17. Notices. All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

Adelphia Communications Corporation
5619 DTC Parkway
Englewood, CO 80111
Attention: Chief Financial Officer and
General Counsel
Telecopy: (303) 268-6484

with a copy to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attention: Marc Abrams, Esq.
Telecopy: (212) 728-8111

[Signature page follows]

Dated: November 21, 2005

New York, New York

Respectfully submitted,

ADELPHIA COMMUNICATIONS
CORPORATION
(for itself and on behalf of each of the Debtors)

By: /s/ William T. Schleyer
Name: William T. Schleyer
Title: Chairman and
Chief Executive Officer

Counsel:

WILLKIE FARR & GALLAGHER LLP

787 Seventh Avenue
New York, NY 10019
(212) 728-8000
Attorneys for Debtors and
Debtors in Possession

Schedule A

Century Debtors

Adelphia Cablevision Corp.
Adelphia Cablevision of Boca Raton, LLC
Adelphia Cablevision of Fontana, LLC
Adelphia Cablevision of Inland Empire, LLC
Adelphia Cablevision of Newport Beach, LLC (PDG: Ft. Myers Debtor Group)
Adelphia Cablevision of Orange County II, LLC
Adelphia Cablevision of Orange County, LLC (PDG: Ft. Myers Debtor Group)
Adelphia Cablevision of San Bernardino, LLC
Adelphia Cablevision of Seal Beach, LLC
Adelphia Cablevision of West Palm Beach III, LLC
Adelphia Cablevision of West Palm Beach IV, LLC
Adelphia Cablevision of West Palm Beach V, LLC
Adelphia Cleveland, LLC
Adelphia Communications of California II, LLC
Adelphia Communications of California, LLC
Adelphia of the Midwest, Inc.
Adelphia Pinellas County, LLC (PDG: Ft. Myers Debtor Group)
Adelphia Prestige Cablevision, LLC
Badger Holding Corporation
Blacksburg/Salem Cablevision, Inc.
Brazas Communications, Inc.
California Ad Sales, LLC (PDG: Ft. Myers Debtor Group)
Century Berkshire Cable Corp.
Century Cable Holdings, LLC
Century Colorado Springs Partnership
Century Granite Cable Television Corp.
Century Indiana Corp.
Century Island Associates, Inc.
Century Island Cable Television Corp.
Century Mendocino Cable Television, Inc.
Century Mountain Corp.
Century New Mexico Cable Television Corp.
Century Ohio Cable Television Corp.
Century Southwest Colorado Cable Television Corp.
Century Trinidad Cable Television Corp.
Century Virginia Corp.
Century Warrick Cable Corp.
Century Wyoming Cable Television Corp.
Clear Cablevision, Inc.
CMA Cablevision Associates VII, L.P.
CMA Cablevision Associates XI, Limited Partnership
E. & E. Cable Service, Inc.

Eastern Virginia Cablevision, L.P.
Ft. Myers Cablevision, LLC (PDG: Ft. Myers Debtor Group)
Grafton Cable Company
Harron Cablevision of New Hampshire, Inc.
Huntington CATV, Inc.
Louisa Cablevision, Inc.
Manchester Cablevision, Inc.
Martha's Vineyard Cablevision, L.P.
Mickelson Media, Inc.
Owensboro Indiana, L.P.
Owensboro on the Air, Inc.
Paragon Cable Television Inc.
Paragon Cablevision Construction Corporation
Paragon Cablevision Management Corporation
S/T Cable Corporation
Scranton Cablevision, Inc.
Sentinel Communications of Muncie, Indiana, Inc.
Southwest Colorado Cable, Inc.
Star Cable Inc.
Tele-Media Company of Tri-States L.P.
The Westover T.V. Cable Co., Incorporated
TMC Holdings Corporation
Tri-States, L.L.C.
Wellsville Cablevision, L.L.C.

Schedule B

Century-TCI Debtors

Century-TCI California, L.P.
Century-TCI California Communications, L.P.
Century-TCI Distribution Company, LLC
Century-TCI Holdings, LLC

Schedule C

Parnassos Debtors

Empire Sports Network, L.P.
Parnassos Communications, L.P.
Parnassos Distribution Company I, LLC
Parnassos Distribution Company II, LLC
Parnassos, L.P.
Parnassos Holdings, LLC
Western NY Cablevision, L.P.

Schedule D

FrontierVision Debtors

Adelphia Communications of California III, LLC
FOP Indiana, L.P.
FrontierVision Access Partners, L.L.C.
FrontierVision Cable New England, Inc.
FrontierVision Capital Corporation
FrontierVision Operating Partners, L.P.
The Main InternetWorks, Inc.

Schedule E

Olympus Debtors

ACC Cable Communications FL-VA, LLC
ACC Cable Holdings VA, Inc.
Adelphia Cable Partners, L.P.
Adelphia Cablevision Associates, L.P.
Adelphia Cablevision of New York, Inc.
Adelphia Company of Western Connecticut (PDG: Century Debtor Group)
Adelphia GS Cable, LLC
Adelphia Holdings 2001, LLC
Arahova Holdings, LLC
Better TV, Inc. of Bennington
Cable Sentry Corporation
CCC-III, Inc.
CDA Cable, Inc.
Century Alabama Corp.
Century Alabama Holding Corp.
Century Cable Management Corporation
Century Carolina Corp.
Century Cullman Corp.
Century Enterprise Cable Corp.
Century Huntington Company
Century Kansas Cable Television Corp.
Century Lykens Cable Corp.
Century Mississippi Corp.
Century Norwich Corp.
Century Shasta Cable Television Corp.
Century Washington Cable Television, Inc.
Chelsea Communications, Inc.
Chelsea Communications, LLC
Coral Security, Inc.
Cowlitz Cablevision, Inc.
Genesis Cable Communications Subsidiary L.L.C.
GS Cable, LLC
GS Telecommunications LLC
Imperial Valley Cablevision, Inc.
Kalamazoo County Cablevision, Inc.
Key Biscayne Cablevision
Kootenai Cable, Inc.
Lake Champlain Cable Television Corporation
Mickelson Media of Florida, Inc.
Mountain Cable Communications Corporation
Mountain Cable Company, L.P.
Mt. Lebanon Cablevision, Inc.

Multi-Channel T.V. Cable Company
Olympus Cable Holdings, LLC
Olympus Communications Holdings, L.L.C.
Olympus Subsidiary, LLC
Palm Beach Group Cable, Inc.
Pericles Communications Corporation
Pullman TV Cable Co., Inc.
Rentavision of Brunswick, Inc.
Richmond Cable Television Corporation
Rigpal Communications, Inc.
Southeast Florida Cable, Inc.
Starpoint, Limited Partnership
Telesat Acquisition, LLC
Three Rivers Cable Associates, L.P.
Timotheos Communications, L.P.
TMC Holdings, LLC (PDG: Century Debtor Group)
Upper St. Clair Cablevision, Inc.
Valley Video, Inc.
Warrick Cablevision, Inc.
Warrick Indiana, L.P.
West Boca Acquisition Limited Partnership
Westview Security, Inc.
Wilderness Cable Company
Young's Cable TV Corp.
Yuma Cablevision, Inc.

Schedule F

UCA Debtors

Adelphia Cablevision of Santa Ana, LLC
Adelphia Cablevision of Simi Valley, LLC
Adelphia Cablevision of the Kennebunks, LLC
Adelphia California Cablevision, LLC
Adelphia Central Pennsylvania, LLC
Adelphia Telecommunications of Florida, Inc.
BuenaVision Telecommunications, Inc.
CCC-Indiana, Inc.
CCH Indiana, L.P.
Century Cablevision Holdings, LLC
CP-MDU I LLC
CP-MDU II LLC
Eastern Virginia Cablevision Holdings, LLC (PDG: Century Debtor Group)
Global Acquisition Partners, L.P.
Global Cablevision II, LLC
Leadership Acquisition Limited Partnership
Monument Colorado Cablevision, Inc.
National Cable Acquisition Associates, L.P.
Robinson/Plum Cablevision, L.P.
Southwest Virginia Cable, Inc.
SVHH Cable Acquisition, L.P.
SVHH Holdings, LLC
Tele-Media Company of Hopewell-Prince George (PDG: Century Debtor Group)
Tele-Media Investment Partnership, L.P.
Telesat Acquisition Limited Partnership
UCA LLC
Van Buren County Cablevision, Inc.

Schedule G

Funding Company Debtors

Adelphia Cablevision, LLC
OFE I, LLC
OFE II, LLC

Schedule H

Arahova Debtors

Arahova Communications, Inc.

H-1

Schedule I

ACC Ops Debtors

ACC-AMN Holdings, LLC
ACC Holdings II, LLC
ACC Operations, Inc.
ACC Properties Holdings, LLC
ACC Properties 1, LLC
ACC Properties 103, LLC
ACC Properties 105, LLC
ACC Properties 109, LLC
ACC Properties 121, LLC
ACC Properties 122, LLC
ACC Properties 123, LLC
ACC Properties 130, LLC
ACC Properties 146, LLC
ACC Properties 154, LLC
ACC Properties 156, LLC
ACC Telecommunications Holdings LLC
ACC Telecommunications LLC
ACC Telecommunications of Virginia LLC
Adelphia Voice Services, Inc. f/k/a Adelphia Acquisition Subsidiary, Inc.
Adelphia Arizona, Inc.
Adelphia Western New York Holdings, LLC
Adelphia Communications International, Inc.
Adelphia General Holdings III, Inc.
Adelphia Harbor Center Holdings, LLC
Adelphia International II, LLC
Adelphia International III, LLC
Adelphia Mobile Phones, Inc.
Adelphia Telecommunications, Inc.
Adelphia Wellsville, LLC
Chestnut Street Services, LLC
Mercury Communications, Inc.
Montgomery Cablevision, Inc.
Page Time, Inc.
Sabres, Inc.
The Golf Club at Wending Creek Farms, LLC

Schedule J

CCC Debtors

Adelphia Blairsville, LLC
Century Advertising, Inc.
Century Australia Communications Corp.
Century Colorado Springs Corp.
Century Communications Corporation
Century Investment Holding Corp.
Century Investors, Inc.
Century Oregon Cable Corp.
Century Programming, Inc.
Century Voice and Data Communications, Inc.
FAE Cable Management Corp.
Owensboro-Brunswick, Inc.

Schedule K

CCHC Debtors

Century Cable Holdings Corp.
Century Cable of Southern California
Century Exchange, LLC
Century Federal, Inc.
Century Pacific Cable TV, Inc.
Century Realty Corp.

Schedule L

Olympus Parent Debtors

Olympus Capital Corp.
Olympus Communications, LP

Schedule M

FrontierVision Holdco Debtors

Adelphia GP Holdings, LLC
FrontierVision Holdings Capital Corporation
FrontierVision Holdings Capital II Corporation
FrontierVision Holdings, LLC
FrontierVision Holdings, L.P.
FrontierVision Operating Partners, L.L.C.
FrontierVision Partners, L.P.

Schedule N

Holding Company Debtors

ACC Investment Holdings, Inc.
Adelphia Communications Corporation
US Tele-Media Investment Company

Schedule O

Managed Entities

Adelphia Cablevision Associates of Radnor, L.P.
Adelphia Cablevision of West Palm Beach II, LLC
Adelphia Cablevision of West Palm Beach, LLC
Cablevision Business Services, Inc.
Desert Hot Springs Cablevision, Inc.
Henderson Community Antenna Television, Inc.
Highland Carlsbad Cablevision, Inc.
Highland Carlsbad Operating Subsidiary, Inc.
Highland Prestige Georgia, Inc.
Highland Video Associates, L.P.
Hilton Head Communications, L.P.
Ionian Communications, L.P.
Montgomery Cablevision Associates, L.P.
Prestige Communications, Inc.

Schedule P

Rigas/Century Co-Borrowing Debtor Group

Cablevision Business Services, Inc.*
Century MCE, LLC
Desert Hot Springs Cablevision, Inc.*
Highland Carlsbad Cablevision, Inc.*
Highland Carlsbad Operating Subsidiary, Inc.*
Highland Prestige Georgia, Inc.*
Prestige Communications, Inc.*

* As and to the extent the Debtors acquire title to such Managed Entity.

Schedule Q

Rigas/Olympus Co-Borrowing Debtor Group

Adelphia Cablevision Associates of Radnor, L.P.*
Adelphia Cablevision of West Palm Beach II, LLC*
Adelphia Cablevision of West Palm Beach, LLC*
Henderson Community Antenna Television, Inc.*
Highland Video Associates, L.P.*
Montgomery Cablevision Associates, L.P.*
Olympus MCE I, LLC
Olympus MCE II, LLC

* As and to the extent the Debtors acquire title to such Managed Entity.

Schedule R

Rigas/UCA Co-Borrowing Debtor Group

Hilton Head Communications, L.P.*

Ionian Communications, L.P.*

UCA MCE I, LLC

UCA MCE II, LLC

* As and to the extent the Debtors acquire title to such Managed Entity.

Schedule S

Ft. Myers Debtor Group

Ft. Myers Acquisition Limited Partnership

Schedule T

Rigas Persons

John J. Rigas
Doris Rigas
Michael J. Rigas
Timothy J. Rigas
James P. Rigas
Mary Ann Rigas, M.D.
Ellen Rigas Venetis
Peter Venetis
Bucktail Broadcasting Corp.
Coudersport Television Cable Co.
Coudersport Theatre
Dobaire Designs
Dorellenic
Dorellenic Cable Partners
Doris Holdings, L.P.
Eleni Acquisition, Inc.
Eleni Interiors, Inc.
Ergoarts, Inc.
Gristmill Properties, Inc.
Highland 2000, LLC
Highland 2000, L.P.
Highland Communications, LLC
Highland Holdings
Highland Holdings II, G.P.
Highland Holdings Puerto Rico, LLC
Highland Preferred Communications, LLC
Highland Preferred Communications 2001, LLC
Illiad Holdings, Inc.
Island Partners, Inc.
Kostas LLC
NCAA Holdings, Inc.
Niagara Frontier Hockey, L.P.
Patmos, Inc.
Preston Motors, Inc.
RFP Cable Holdings, Inc.
Rigas Entertainment, Ltd.
Rigas Investments, LLC
Rigas Investments L.P.
Roumali, Inc.
SAGIR, Inc.
Songcatcher Films, LLC
Syracuse Hilton Head Holdings, L.P.
Wending Creek 3656, LLC

Wending Creek Farms, Inc.
Zito Corporation
Zito L.P.
James Brown
Colin Higgin
Michael Mulcahey
Timothy Werth

Schedule U

Transferred Subscriber Transactions

During 2000 and 2001, in connection with the establishment of the Century Co-Borrowing Facility, the Arahova Bridge Credit Facility and the Olympus Co-Borrowing Facility, then-present management effected transfers of various subsidiaries and their corresponding assets and liabilities (collectively, the “Transferred Subsidiaries”) among different Debtor Groups by distributing or contributing the stock of Transferred Subsidiaries from one legal entity to another. In many instances, through a series of transactions, the Transferred Subsidiaries were transferred through multiple Debtor Groups. As a result of these transfers, certain inter-Debtor (and inter-Debtor Group) disputes arose between the Arahova, Holding Company, Olympus and Funding Company Debtor Groups regarding their respective ownership rights to certain subsidiaries and such subsidiaries’ assets. The Debtors believe that resolution of certain factual and legal issues regarding these disputes may favor certain Debtor Groups at the expense of other Debtor Groups.

Schedule V

Estimation Order Schedule

ACC Ops Debtor Group

1. Trade Reserve
2. Estimate of Disputed Trade Claims
3. Other Unsecured Reserve
4. Estimate of Other Unsecured Claims

Arahova Debtor Group

5. Estimate of Disputed Notes Claims
6. Estimate of Disputed Trade Claims
7. Estimate of Other Unsecured Claims
8. Existing Securities Law Claim Reserve
9. Estimate of Existing Securities Law Claims

CCC Debtor Group

10. Trade Reserve
11. Estimate of Disputed Trade Claims
12. Other Unsecured Reserve
13. Estimate of Other Unsecured Claims

CCHC Ops Debtor Group

14. Trade Reserve
15. Estimate of Disputed Trade Claims
16. Other Unsecured Reserve
17. Estimate of Other Unsecured Claims

Century Debtor Group

18. FPL Note Reserve
19. Trade Reserve
20. Estimate of Disputed Trade Claims
21. Other Unsecured Reserve
22. Estimate of Other Unsecured Claims

Century-TCI Debtor Group

23. Trade Reserve
24. Estimate of Disputed Trade Claims
25. Other Unsecured Reserve
26. Estimate of Other Unsecured Claims

FrontierVision Debtor Group

27. Notes/Trade Reserve
28. Estimate of Disputed Notes Claims
29. Estimate of Disputed Trade Claims
30. Other Unsecured Reserve
31. Estimate of Other Unsecured Claims
32. Existing Securities Law Claim Reserve
33. Estimate of Existing Securities Law Claims

FrontierVision Holdco Debtor Group

34. Notes/Trade Reserve
35. Estimate of Disputed Notes Claims

- 36. Estimate of Disputed Trade Claims
- 37. Other Unsecured Reserve
- 38. Estimate of Other Unsecured Claims
- 39. Estimate of Existing Securities Law Claims

Funding Company Debtor Group

- 40. Reserve
- 41. Estimate of Disputed Claims

Holding Company Debtor Group

- 42. Notes/Trade Reserve
- 43. Estimate of Disputed Notes Claims
- 44. Estimate of Disputed Trade Claims
- 45. Other Unsecured Reserve
- 46. Estimate of Other Unsecured Claims

Olympus Debtor Group

- 47. Trade Reserve
- 48. Estimate of Disputed Trade Claims
- 49. Other Unsecured Reserve
- 50. Estimate of Other Unsecured Claims

Olympus Parent Debtor Group

- 51. Notes/Trade Reserve
- 52. Estimate of Disputed Notes Claims
- 53. Estimate of Disputed Trade Claims
- 54. Other Unsecured Reserve
- 55. Estimate of Other Unsecured Claims
- 56. Existing Securities Law Claim Reserve
- 57. Estimate of Existing Securities Law Claims

Parnassos Debtor Group

- 58. Trade Reserve
- 59. Estimate of Disputed Trade Claims
- 60. Other Unsecured Reserve
- 61. Estimate of Other Unsecured Claims

UCA Debtor Group

- 62. Trade Reserve
- 63. Estimate of Disputed Trade Claims
- 64. Other Unsecured Reserve
- 65. Estimate of Other Unsecured Claims

Ft. Myers Debtor Group

- 66. FPL Note Reserve
- 67. Estimate of Disputed FPL Note Claims
- 68. Trade Reserve
- 69. Estimate of Disputed Trade Claims
- 70. Other Unsecured Reserve
- 71. Estimate of Other Unsecured Claims

Rigas/Century Co-Borrowing Debtor Group

- 72. Trade Reserve
- 73. Estimate of Disputed Trade Claims

- 74. Other Unsecured Reserve
- 75. Estimate of Other Unsecured Claims
- Rigas/Olympus Co-Borrowing Debtor Group**

- 76. Trade Reserve
- 77. Estimate of Disputed Trade Claims
- 78. Other Unsecured Reserve
- 79. Estimate of Other Unsecured Claims

Rigas/UCA Co-Borrowing Debtor Group

- 80. Trade Reserve
- 81. Estimate of Disputed Trade Claims
- 82. Other Unsecured Reserve
- 83. Estimate of Other Unsecured Claims

All Debtor Groups

- 84. Amount of ACC Common Stock to be deposited in Debtor Group Reserves

Schedule W

Parent and Direct Subsidiary Debtor Groups

The Parent and Direct Subsidiary Debtor Groups of each Debtor Group are as follows:

Parent Debtor Group

ACC Ops Debtor Group

Arahova Debtor Group

CCC Debtor Group

CCHC Debtor Group

Century Debtor Group

Century-TCI Debtor Group

FrontierVision Holdco Debtor Group

FrontierVision Debtor Group

Ft. Myers Debtor Group

Funding Company Debtor Group

Holding Company Debtor Group

Olympus Parent Debtor Group

Olympus Debtor Group

Parnassos Debtor Group

Direct Subsidiary Debtor Group(s)

Arahova Debtor Group

Parnassos Debtor Group

Funding Company Debtor Group

Olympus Parent Debtor Group

Frontier Vision Holdco Debtor Group

CCC Debtor Group

CCHC Debtor Group

Century Debtor Group (except for those Century Debtors marked "PDG: Ft. Myers Debtor Group" on Schedule A)

Century-TCI Debtor Group

Those Olympus Debtors marked "PDG: Century Debtor Group" on Schedule E

Those UCA Debtors marked "PDG: Century Debtor Group" on Schedule F

None

FrontierVision Debtor Group

None

Those Century Debtors marked "PDG: Ft. Myers Debtor Group" on Schedule A.

Rigas/Century Co-Borrowing Debtor Group

Rigas/Olympus Co-Borrowing Debtor Group

Rigas/UCA Co-Borrowing Debtor Group

ACC Ops Debtor Group

Olympus Debtor Group (except for those Olympus Debtors marked "PDG: Century Debtor Group" on Schedule E)

UCA Debtor Group (except for those UCA Debtors marked "PDG: Century Debtor Group" on Schedule F)

Ft. Myers Debtor Group

None

None

UCA Debtor Group

None

W-2

A-222

Schedule X

Designated Litigation

Capitalized terms used on this Schedule X and not defined on this Schedule X shall have the meanings ascribed to such terms in the Purchase Agreements.

The following Causes of Action to the extent not released, settled or made subject to a covenant not to sue, whether previously or under the Plan:

(i) all claims (and proceeds related thereto) set forth in items 1-9 below relating to (A) the Rigas Litigation or (B) the Designated Litigation, (ii) all other claims (and proceeds related thereto) that Adelphia Communications Corporation ("ACC") or any of its Affiliates may have made or may make after April 20, 2005 to the extent not affecting any Specified Business (including any Transferred Asset or Assumed Liability) in any material respect and (iii) any claims of ACC or its Affiliates against ACC or any of its Affiliates (other than any claim against any Investment Entity or any Transferred Joint Venture Entity) to the extent not affecting any Specified Business (including any Transferred Asset or Assumed Liability).

1. Adelphia Communications Corp., et al. v. Bank of America, N.A. et al., Ad. Pro. 03-04942-reg and all related actions against the same defendants or their successors in connection with or relating to the Debtors and amended or intervenor complaints filed in connection therewith.
2. Adelphia Communications Corp. v. Deloitte & Touche LLP, Case No. 000598, pending before the Court of Common Pleas, Philadelphia County, Pennsylvania.
3. Adelphia Communications Corp. v. Poerio, et al., Ad. Pro. 03-92641-reg, pending before the Bankruptcy Court.
4. Century Communications Corp. v. David Rosensewig (as Trustee of the Special Insurance Trust and of the Special Payment Trust and in his individual capacity), et al., Ad. Pro. 03-92931-reg, pending before the Bankruptcy Court.
5. Adelphia Communications Corporation, et al. v. Prestige Communications of NC, Inc., et al., Ad. Pro. 04-03293-reg, pending before the Bankruptcy Court.
6. Adelphia Communications Corporation et al. v. FPL Group, Inc. et al., Ad. Pro. 04-03295-reg, pending before the Bankruptcy Court.
7. Adelphia Communications Corporation et al v. Tow, Ad. Pro. 05-01167-reg, pending before the Bankruptcy Court.
8. ML Media Partners, L.P. v. Century/ML Cable Venture, et al., Ad. Pro. 02-02544, pending before the Bankruptcy Court.
9. Any and all actions, causes of action, controversies, liabilities, obligations, rights, suits, damages, judgments, claims, objections to claims and/or interests, demands and rights of

offset and/or recoupment whatsoever, whether known or unknown, reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, asserted or assertable directly or derivatively, existing or hereafter arising, in law, equity, or otherwise against (i) any individual, corporation, partnership, limited liability company, association, trust, joint venture, unincorporated organization or other entity (x) under any of sections 510, 544, 545, 547, 548, 549, 550 and 551 of the Bankruptcy Code, or under similar or related state or federal statutes and common law, including preference and/or fraudulent transfer laws, and (y) arising on or before the Closing, whether or not litigation has been stayed, tolled and/or commenced, (ii) Buchanan Ingersoll PC, Coudersport Theatre, Dobaire Designs, Dorellenic Cable Partners, Doris Holdings, L.P., Eleni Interiors, Inc., Ergoarts, Inc., Gristmill Properties, Inc., Highland 2000, L.P., Highland 2000, LLC, Highland Communications, LLC, Highland Holdings II, G.P., Highland Holdings Puerto Rico LLC, Highland Preferred Communications, LLC, Highland Preferred Communications 2001, LLC, Illiad Holdings, Inc., Island Partners, Inc., Kostas LLC, NCAA Holdings, Inc., Niagara Frontier Hockey, L.P., Patmos Inc., RFP Cable Holdings, Inc., Rigas Entertainment, Ltd., Rigas Investments, LLC, Rigas Investments, L.P., Roumali, Inc., SAGIR, Inc., Songcatcher Films, LLC, Syracuse Hilton Head Holdings, L.P., Wending Creek 3656, LLC, Wending Creek Farms, Inc., Zito Corporation, Zito Limited Partnership, Doris Rigas, James Rigas, John Rigas, Michael Rigas, Timothy Rigas, Mary Ann Rigas, Ellen Rigas Venetis, Peter Venetis, James Brown, Colin Higgin, Michael Mulcahey and Timothy Werth, (iii) Century/ML Cable Venture, ML Media and their respective affiliates in each case related only to Century/ML Cable Venture and Century/ML Cable Corp., (iv) any and all former or current directors and officers of any Debtor or any direct or indirect subsidiary of ACC in their capacity as such, (v) Scientific Atlanta and Motorola and their respective affiliates, subsidiaries, directors, officers, employees and/or agents in each case related to financial statement improprieties concerning ACC including claims for fraud or similar assertions and (vi) any carrier of director and officers insurance relating to periods prior to the Commencement Date for the benefit of or on behalf of the Debtors under or related to such insurance.